

## **Instructions to Bidders**

### **1. Eligible Bidder**

This invitation of bid is open for bidders possessing the qualification, capacity and remarkable experience in providing this type of work. Bidder shall provide such evidence to prove their eligibility satisfactory to the employer. The employer is the Colombo Municipal Council on behalf of the Mayor or the Municipal Commissioner and their successors in office who employs the contract for providing service.

### **2. One bid per bidder**

Each bidder shall submit only one bid for the service either by himself or a partner in a firm. A bidder who violates above will be disqualified and his bid will be treated as non responsive.

### **3. Cost of Bidding**

The bidder shall bear all costs associated with the preparation & submission of the bid and the Council will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

### **4. Site Visit**

The bidder is advised to visit and examine the area of providing the service and relevant items and obtain for himself about his own responsibility, all information that may be necessary for preparing the bid. The costs of visiting the site shall be at the bidders own expense.

### **5. Clarification of bidding documents**

A prospective bidder requiring any clarification may notify the employer in writing or by fax to the Director Engineering (Lands & Environmental Development Division) on 011-2695475 or at the address indicated in the bid.

The employer will respond to any request for clarification which he receives from all parties who have collected the bidding documents, before 07 days to the dead line for submission of bids.

The contractor shall deem to have satisfied himself before submitting his bid as to the accuracy.

## 6. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the bidding documents by issuing addenda.

Any addendum thus issued shall be part of the bidding documents pursuant and shall be communicated in writing or by facsimile to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by facsimile to the Director Engineering (Projects Management Division) on 011 -2692403

To afford prospective bidders to have a reasonable time in which to take an addendum into account in preparing their bids. The Employer may extend as necessary the deadline for submission of bids.

## 7. Bid prices

The Bidder shall indicate the percentage that he/she is expected to pay to the Colombo Municipal Council by operation and maintenance of this Mini Train service.

## 8. Bid Validity

Bids shall remain valid till.....18/06/2022

### Bid Security

The Bidder shall furnish, as part of his bids, a bid security for the value not less than 2% of the total sum expected to pay (excluding taxes) to Colombo Municipal Council for 2 years period. This bid security shall be in the form of on demand unconditional bank/Insurance guarantee in the prescribed format obtained from a recognized bank/ Insurance company located in Sri Lanka, acceptable to the Employer, written in the name of Municipal Commissioner, Colombo municipal Council.

Bid security shall be valid till .....17/06/2022

Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as **non responsive**.

The bid Securities of unsuccessful bidders will be returned after the successful bidder has signed the agreement and furnished the required performance security.

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The bid security may be forfeited.

- (a) If the bidder withdraws his/her bid during the period of bid validity.
- (b) If the bidder does not accept the correction of arithmetical errors of his /her bid price.
- (c) In the case of successful bidder, if he fails within the specified time limit to
  - (i) Sign the agreement
  - (ii) Furnish the required performance security

## 9. Format and signing of bids

The bidder shall prepare one original and one copy of the bid documents using the bidding documents issued and submit them along with an acceptable bid security. The envelope containing the bid documents shall be clearly marked "Original" and "Duplicate" as appropriate. In the event of discrepancy between original and duplicate, the original shall prevail.

Both envelopes shall be enclosed in a sealed envelope and mark on the top left hand corner as "Bid for Operation and maintenance of Mini Train service at Vihara Maha Devi Park" and addressed to Municipal Commissioner, Colombo Municipal Council, Colombo 07. All envelopes shall be stamped with the company seal.

- (a) The bids shall contain no alternations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons signing the bids.
- (b) Alternation of bidding documents will be considered as non responsive and such bids will be rejected.

## 10. Deadline for Submission of Bids

Bids shall be deposited in the tender box at Municipal Secretaries Department , Colombo Municipal Council , Town Hall – Colombo 07 on or before 10.00 hours on 19.11.2021

Bids sent by post will also be rejected.

The Employer may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligation of the Council and the Bidders previously subject to the original deadline will thereafter subject to the deadline as extended.

## 11. Late Bids

Any bids received by the Employer after the deadline for submission of bids prescribed above will be rejected and returned unopened

## **12. Opening of bids**

The tender box will be opened immediately after the closing of Bids

## **13. Detailed Bid Evaluation**

Substantially responsive bids will be evaluated by the Technical evaluation committee for consideration and acceptance. The negotiations would be held if necessary on the contents of the Bid.

If the selected bidder and the Employer fails to reach an agreement during negotiations, the Employer reserves the right to reject the same and proceed to consider the financial proposals of the next highest bidder who has been selected for detailed evaluation.

## **14. Employer's right to accept any bid and reject any or all bids.**

The employer reserves the right to accept or reject any bid or part of the bid and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the employer's action.

## **15. Notification of Awards**

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will issue a Letter of Acceptance to the successful bidder to indicate the acceptance of his/her bid. This letter shall state the monthly amount to be paid to the Colombo Municipal Council by the contractor, in consideration of the execution, operation and maintenance of Mini Train service by the contractor as prescribed by the contract. (Thereinafter and in the conditions of contract called "the contract price")

Unless and until a formal agreement is prepared and executed, the accepted bid of the contractor together with the Letter of Acceptance shall constitute a binding contract between the contractor and the employer.

## **16. Signing of agreement**

- 16.1 The agreement will incorporate the Memorandum of Understanding if any between the Employer and the successful bidder, and shall be signed by the Employer and the successful bidder.
- 16.2 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 16.3 The employer shall notify the successful bidder the date, time and venue for the signing of the agreement. The agreement shall be signed within 28 days of the letter of acceptance.

## **17. Performance security**

Within 14 days of receipt of the Letter of Acceptance from the employer, the successful bidder shall furnish to the employer on demand unconditional performance security in the form of a guarantee obtained from a reputed bank or reputed Insurance company operating in Sri Lanka and accepted by the Treasury for acceptance of Guarantees or from any other organization approved by the Treasury for this purpose, to an amount of, 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 02 years and valid for 02 years and up to 28 days from the end of contract period.

## **18. Government imposed changes in taxes etc.**

Bidder has to take into account the future inflation and increase in wages during preparation of the bid. Government taxes such as VAT must be indicated separately in the bid.

Bid price shall not be adjusted for the rise and fall of the cost of fuel, materials, labor, equipment, machinery, plant etc.

## **19. Modifications**

Authorized officer shall be entitled to issue instructions to the contractor in writing in relation to all or any of the following.

To omit any part of the service or to cease to provide any part of the service during such times and for such period or periods as the authorized officer may determine;

To provide such services additional to the service as the authorized officer may reasonably require, provided that such additional service shall be same as or similar to the service.

## **20. Contractor's obligations**

During the contract period, contractor shall provide the service in a proper and skillful manner conforming to the contract standard to be in accordance with the written instructions and to the entire satisfaction of the authorized officer.

Should the contractor require any further instruction or information for or in connection with the performance of the service, the contractor shall make a written application for the same to the authorized officer in which the requirement is stated in adequate details.

## **21. Payments**

The contractor shall make a monthly payment to the Council on or before the 10<sup>th</sup> day of each and every month during the period of this contract. If the contractor failed to pay monthly payment to the Council an additional sum equivalent to 2% per month to the amount payable shall be charged for late payments.

ORIGINAL

50

## **22. Termination**

It the Contractor commits a breach of any of the conditions of contract under the contract, the Council shall have full right and authority to terminate the contract without giving any notice to the contractor.

## **23. Recovery of damages.**

The council shall have the right and authority to take legal action for the recovery of damages caused to the council.



## INFORMATION OF BIDDERS

### 1. Organizational structure

(a) Name of Bidders :

(b) Name of Organization :

(Individual/ Company/ Partnership or other Organization)

(c) Telephone Number :

(d) Fax Number :

(e) Company registration number & date :

(Please attach copies of relevant certificates)

### 2. Bidder's Experience

Bidder shall provide details of all current and past experience in similar operation and maintenance work .Also submit the certified copies of awarding letters of these projects.

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### 3. General Program of Operation

The Bidder should explain the general program of the operation of the contract and should include the following specific information and any other information, which the bidder may consider relevant.

**24.1** Name and experience of the Manager proposed for this operation,  
number of personal likely to be employed

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.....

.....

Signature of Bidder: .....

Rubber Stamp : .....





## **Operation and Maintenance the Mini Train Service at Vihara Maha Devi Park**

### **Conditions of Contract**

1. Contract shall be for a period of 02 years from the date of signing the agreement.
2. The contractor shall make a monthly payment to the Council on or before the 10<sup>th</sup> day of each and every month during the period of this contract. If the contractor failed to pay monthly payment to the Council an additional sum equivalent to 2% per month to the amount payable shall be charged for late payments.

If the contractor is not paid the relevant fee for consecutive 03 months Colombo Municipal Council will terminate the contract without giving any notice.

3. The Contractor shall produce tickets to the Colombo Municipal Council and shall be get stamped by the Colombo Municipal Council. Only stamped tickets must be issued to the passengers.
4. Within 14 days of receipt of the Letter of Acceptance from the employer, the successful bidder shall furnish to the employer a performance security acceptable to the employer in the prescribed format in the form of a bank guarantee or a performance bond from an Insurance company operating in Sri Lanka and accepted by the treasury for acceptance of Guarantees or from any other organization approved by the Treasury for this purpose, to an amount of , 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 02 years, and valid for 02 years and up to 28 days from the end of contract period. The said performance Security Bond/ Guarantee shall not be refunded to the contractor if the contract is terminated before the end of the full period of operation.
5. The council shall have the right and authority to forfeit the said Performance Security Bond/Guarantee and terminate the Contract, in case the Contractor fails or neglects to comply with or violate any of the terms and conditions of this Agreement.
6. Collection of all charges levied in respect of usage of Mini Train Service is the sole responsibility of the contractor and the Council shall not take any responsibility for such collection or any default payments of charges under any circumstances whatsoever.
7. The council shall not be responsible for any public complaints and the contractor shall bear the responsibility of any complaint regarding Mini Train Service and any litigations arising out of damage or death of any person due to negligence or commission or omission of duties by the contractor or his servants or agents.



8. The Contractor shall not be allowed to do any other work or business whatsoever contrary to the approval of the Council in the given area and shall not allow any person/party to reserve.
9. The Contractor shall not be allowed to collect money at a place which is not allocated to him under this contract.
10. The contractor shall be responsible to ensure that the staff will be courteous and obliging and ensure their proper behavior. However, the council shall maintain records on such complaints for future reference and considering in disqualifying the contractor for future tenders of this nature.
11. The contractor shall permit the officers of the Council to have free access to the said location for the purpose of visiting and inspecting the condition of the Commissioning and maintenance of Mini Train Service and also the state of operational and management aspect of the said service.
12. The contractor shall adhere to the rules ,regulations, laws and by Laws of the relevant authorities , the Urban Development Authority and any other statutory body in force in the said Republic of Sri Lanka and keep the council indemnified from all prosecutions and fines which may be imposed in consequence of the breach or non-performance of any by law relating to the operation of mini Train Service or otherwise.
13. The contractor shall not sub -- let or sub lease the said service to any other party.
14. The contractor shall be responsible for keeping and maintaining the given area and the Mini Train in good order according to the requirements of the Municipal laws and by – laws or any other in force.
15. The contractor shall repair & maintain the Mini Train to the high standard at his own cost before and after commissioning of the Mini Train service.
16. The contractor shall be responsible for any labour disputes that may arise between him and his employees.
17. The contractor shall hand over the peaceful and vacant possession of the said Mini Train Service area together with Mini Train and any other items given by the Council to the Council on this expiration or sooner determination of the Agreement.
18. It is further agreed by and between the parties that in default of the payments mentioned herein or the breach of any of the conditions aforesaid by the said contractor the Council and /or the Municipal Commissioner shall have the right and authority to terminate this agreement without giving any notice whatsoever to the said contractor and take legal action for the recovery of damages caused to the said Council.

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19. Without prejudice to any right of the said council the council shall have the right and authority to institute legal action against the said contractor for breach of any antecedent terms and/or conditions of the agreement.
20. ALL NOTICES under this indenture shall be in writing and shall be deemed to be sufficiently served if sent by post under registered cover addressed to the Council and to the Contractor to the address mentioned and the beginning of this Agreement.
21. Minimum tender amount should be 35% of the income.

I agree to the above conditions.

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Date

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Signature of the bidder & rubber stamp

**Special Conditions of contract**

1. Duration of the operation of Mini train shall be limited to 9.00 a.m. to 7.00 p.m.
2. The contractor shall display all charges on a display board, in all three languages, at his own cost. This board shall be displayed full time during the contract period at the ticketing hut.
3. The contractor shall provide safety device (safely belts etc.) to each and every child and should ensure the safety to the children travelling as well as on board and seat belts are fastened.
4. Approximate length of track is 40 m.
5. The contractor shall charge Rs.50/- per 10 rounds from a child and only children are allowed to travel.
6. Employees of contractor who are engaged in Mini train service shall wear uniforms during working hours for easy identification to the public. The uniforms shall be provided by the contractor and in accordance with the instructions given by the Deputy Municipal Commissioner (Engineering services) & advertisements are not allowed on the uniforms.
7. The contractor must issue a ticket to each and every passenger. Only tickets stamped by CMC must be issued to the passengers and any other ticket must not be issued to the passengers for any reason.
8. The contractor is advised to inspect the train, train track and control panel before submitting the tender.
9. The contractor shall adhere to health ministry guidelines issued for the Covid 19 pandemic.

I agree to the above conditions.

.....

Date

.....

Signature of the bidder & rubber stamp

44  
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SECTION - 04

Colombo Municipal Council – Municipal Engineer’s Department

Lands & Environmental Development Division

Operation and maintenance of Mini Train service at Vihara Maha Devi Park

FORM OF BID

Description	Percentages of income intend to be credited to Colombo Municipal Council by the bidder- minimum should be 35%
Percentage of income intend to be credited to CMC by the bidder for Operation and maintenance of Mini Train service at Vihara Maha Devi Park (amount in Rupees)	..... %

Note:

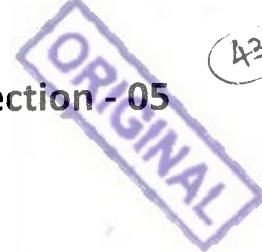
1. The above amount shall be valid for 02 years from the date of signing the agreement.
2. Conditions of the contract attached separately and bidders are instructed to sign and agree to the conditions separately.

Signature and name of the tender

Date:

Official Rubber Stamp:.....

Contact numbers: .....



## Qualification Information

To be completed by the bidder and submitted with the bid

1. ICTAD REGISTRATION if any (True copy of registration shall be attached)

Registration Number :

Grade :

Specialty :

Expiry Date :

2. VAT Registration (True copy of registration or if not letter from Inland Revenue Department shall be attached)

Number :

3. Legal status (True copy of business registration certificate, articles of association shall be attached)

4. Authentication of signatory (Power of attorney shall be attached)

5. Value of similar work performed in last 10 years (Copies of relevant Letters of Awards and completion certificates shall be attached)

Year	Value in Rs.

6. Details of on going (current) projects (Copies of Letters of Award shall be attached)

	Value in Rs.	Start Date	Expected finish date
Project 1			
Project 2			
Project 3			
Project 4			
Project 5			
Project 6			
Project 7			

7. Qualification & experience of key staff

Name	Post	Highest Qualification

Signature of bidder:

Rubber Stamp :

**COLOMBO MUNICIPAL COUNCIL  
MUNICIPAL ENGINEERS' DEPARTMENT**

**Bidding Data**

1) The Employer is

Name : Colombo Municipal Council

Address : Town Hall  
Colombo - 07

On whose behalf the Mayor or the Municipal Commissioner and their Successors in office.

The works consists of Operation & Maintenance of Mini Train Service  
located at Vihara Maha Devi Park.

2) Intended period of this work is 730 Days from the Start Date.

3) The office for collection of bid forms and inspection of bidding Documents is Contracts Branch of Municipal Engineer's Department at Town Hall, Colombo 07

The non - refundable bid form fee is Rupees 5,400/-  
Inclusive of V.A.T. & NBT

The Bid forms will be issued until 10.00 hours on 18/11/2021

4) The registration required

Certificate of Registration of Business and Registration number

5) The following information shall be provided separately with certified copies of certificates.

- ICTAD Registration if any
- V.A.T. Registration number if any



- Legal Status (Sole Proprietor, Partnership, Company etc.
  - Authentication for signatory
  - Experience in works of a similar nature and size for each of the last ten years.
  - Qualifications and experience of key site management personnel proposed for the Contract.
- 6) The language of the bidding documents shall be English.
- 7) The bid shall be valid till .....
- 8) The amount of Bid Security shall be Sri Lanka Rupees equivalent to 2% of the total sum (excluding taxes) expected to pay to CMC for 2 years period.
- 9) The bid Security shall be valid till .....
- 10) The Employer's address for the purpose of Bid submission is the Tender Box/Qualification Box of Municipal Secretary's Department at Town Hall, Colombo - 07
- 11) Contract Name **Operation and maintenance of Mini Train Service at Vihara Maha Devi Park.**
- 12) The deadline for submission of Bids shall be 10.00 hours on **19/11/2021**  
Bids shall be deposited in the Tender Box/Quotation Box of Municipal Secretary's Department  
Bids sent by post will be rejected.
- 13) The standard form of Performance security acceptable to the Employer shall be a Bank guarantee or a performance bond from reputed Insurance company operating in Sri Lanka and accepted by the Treasury for acceptance of Guarantees or from any other organization approved by the Treasury for this purpose.

The amount of performance security is 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 2 years, and valid for 02 years and up to 28 days from the end of contract period.

Signature of Bidder .....

Date : .....

# COLOMBO MUNICIPAL COUNCIL

## MUNICIPAL ENGINEERS' DEPARTMENT

### Contract Data

(Please note that the Clause not given hereunder are that of Conditions of Contract)

- (1) The Employer is

Name : Colombo Municipal Council  
Address : Town Hall  
Colombo - 07

On whose behalf the Mayor or the Municipal Commissioner and their successors in office.

- (2) The Engineer is

Name : Deputy Municipal Commissioner (Engineering Services)  
Address : Colombo Municipal Council  
Town Hall, Colombo - 07

Name of Engineer's Representative(s) : .....

- (a) Director Engineering (Lands and Environmental Development Division)  
(b) Engineer (Lands and Environmental Development Division)  
(c) .....  
(d) .....

- (3) The works consists of Operation & Maintenance of Mini Train Service

- (4) The site is located at Vihara Maha Devi Park , Colombo 07.

- (5) The Start Date shall be 14 Days from the issue of the Later of Acceptance.

- (6) The following documents also form part of the Contract:

1. Conditions of contract .....

- (7) The language of the Contract is **English**

- (8) Schedule of other contracts – Not Applicable

Name

Period

.....	.....
.....	.....
.....	.....
.....	.....

(9) Schedule of Key Personnel : Not applicable

Minimum persons with qualifications and experience to be defined.

Contract Administration

<u>Name</u>	<u>Highest Qualification</u>	<u>Experience</u>
.....	.....	.....
.....	.....	.....
.....	.....	.....

(10) The site possession Date shall be 14 Days from Later of Acceptance.

(11) The amount of performance security shall be 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 2 years, and valid for 02 years and up to 28 days from the end of contract period.

Signature of Contractor:

Date :

## FORM OF BID SECURITY



----- [ insert issuing  
agency's name, and address of issuing branch or office]

**Beneficiary :Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7**

**Date :-----** [ insert (by issuing agency) date]

**BID GUARANTEE No: -----** insert (by issuing agency  
number]

We have been informed that ----- [insert (by  
issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its  
bid dated ----- ] insert (by issuing agency) date] (hereinafter called "the  
Bid") for improvements to ----- (insert name of  
contract)for Bids No. ----- (insert reference number of the bid).

Furthermore, we understand that, according to your conditions, Bids must be supported by a  
Bid Guarantee.

At the request of the Bidder, we ----- [insert name of issuing  
agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an  
amount of ----- [insert amount in figures] -----  
----- [ insert amount on words] upon receipt by us of your first demand in writing  
accompanied by a written statement stating that the Bidder is in breach of its obligation(s)  
under the bid conditions, because the Bidder:

- a) Has withdrawn its Bid during the period of bid validity specified; or
- b) Does not accept the correction of errors in accordance with the instructions to Bidders  
(hereinafter "the ITB");or
- c) Having been notified of the acceptance of its Bid by the Employer during the period of  
bid validity, (i) fails or refuses to execute the contract Form, if required, or (ii) fails or  
refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies  
of the Contract signed by the Bidder and of the Performance Security issued to you by the  
Bidder: or (b) if the Bidder is not the successful bidder, upon the earlier of the successful bidder  
furnishing the performance security, otherwise it will remain in force up to -----

Consequently, any demand for payment under this Guarantee must be received by us at the  
office on or before that date.

[ signature(s) and name(s) of authorized representative(s)]

