

BIDDING DOCUMENT

ANNUAL MAINTENANCE CONTRACT FOR WATERSCAPE AT

COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD

(CLT/S/AMC/RFB/25/15)

THE EMPLOYER

CHIEF EXECUTIVE OFFICER

COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD

NO 320, D R WIJEWARDANE MAWATHA, COLOMBO 10



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INVITATION FOR BIDS (IFB)

ANNUAL MAINTENANCE CONTRACT FOR WATERSCAPE AT COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD

(CLT/S/AMC/RFB/25/15)

The Chairman, Procurement Committee, on behalf of the Colombo Lotus Tower Management Company (Pvt.) Ltd now invites sealed bids from eligible and qualified bidders for the Annual Maintenance Contract for Waterscape at Colombo Lotus Tower Management Company (Pvt) Ltd. (CLT/S/AMC/RFB/25/15)

- 1. The Contract Period is 12 Months.
- 2. Bidding will be conducted through **National Competitive Bidding Procedure**.
- 3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the requirements listed in the bidding document.
- 4. Qualification requirements to qualify for contract award are in the bidding document
- 5. Interested bidders may obtain further information from the Procurement Division, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10. (Tel. 011-2421874, Mobile: 074-3905564,074-201 2366 / E-mail tender@colombolotustower.lk and inspect the bidding documents at the address given below from 9.00 a.m. to 3.00 p.m. during normal working days..
- 6. Evaluation Criteria are provided in the Bidding Documents.
- 7. A complete set of **Bidding Documents** in the English language **may be purchased** by interested bidders on the submission of a **request letter** to the **Procurement Manager's Office**, Colombo Lotus Tower Management Company (Pvt.) Ltd, from **02**nd **May 2025 until 19**th **May 2025 from 9.00 a.m. to 3.00 p.m.** upon payment of a **non-refundable fee of Rs. 1,000.00** to the Finance Department, Colombo Lotus Tower Management Company (Pvt.) Ltd.
- 8. Bids shall be delivered with duplicates to the address below at the Chairman Procurement Committee, Procurement Division, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10 on or before 02.00 P.M. on 20th May 2025. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
- 9. Bids shall be valid up to 05th August 2025.
- 10. All bids shall be accompanied by a "Bid-Security, of Rs. 18,000.00 Bid Security shall be valid up to 02nd September 2025. and shall be an unconditional on-demand Bank Guarantee issued by a commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
- 11. Bidders are expected to attend **the pre-bid meeting**, which will be held on **09**th **May 2025** at **09.30 a.m.** in the **Procurement Manager's Office. Attendance is highly recommended.**

DIRECTOR/CHIEF EXECUTIVE OFFICER COLOMBO LOTUS TOWER MANAGEMENT CO. (PVT) LTD.

SECTION I. INSTRUCTIONS TO BIDDERS

1.1 Introduction

The Chairman, Procurement Committee, on behalf of the Colombo Lotus Tower Management Company (Pvt.) Ltd invites Bids for providing services related to Annual Maintenance Contract for Waterscape, from eligible Registered firms who qualify under the criteria as stipulated here in this document, for a period of Twelve (12) months as per terms and conditions and annexed schedules, complete in every respect.

1.2 Documents to Accompany the Bid

The following documents shall accompany the Bid.

- a. Work schedule and Execution plan.
- b. Form of bid, duly completed, signed, dated, and sealed.
- c. Qualification information tables shall be duly completed, signed, dated and sealed.
- d. Bid Security as required.
- e. Certified copy of the Incorporation or Business Registration.
- f. The Audited Financial Statements for the last three consecutive years.
- g. The bidder may furnish, as part of this bid, documentary evidence to establish the bidder's eligibility to participate in the bid and technical competency to perform the contract if awarded.
- h. Policy specification should be provided.
- i. Expenses detail sheet of the month.

1.3 Sealing & Marking of the Bid

Bids shall be submitted in duplicates. The original and the duplicate of the bid were placed in separate envelopes marked "ORIGINAL" and "DUPLICATE". Both envelopes should be enclosed in one sealed cover, which should be marked "Annual Maintenance Contract for Waterscape at Colombo Lotus Tower Management Company (Pvt) Ltd." on the top left-hand corner and shall be addressed to Chairman – Procurement Committee, Procurement Division, Colombo Lotus Tower Management Company (Pvt) Ltd Sri Lanka, 320, D R Wijewardena Mawatha, Colombo 10 and delivered by registered post or personally deposited in the Tender Box provided at the above address. If the outer envelope is not sealed and marked as required above, the Employer has no responsibility for the bid being misplaced or premature opening.

1.4 Period of Validity of the Bid

The Bid shall be valid up to 05th August 2025.

1.5 Format and Signing of the Bid

The bidder shall clearly mark as **original** and **duplicate** as appropriate. In the event of any discrepancy between the original and the duplicate, the original shall govern. The original and the duplicate of the bid shall be typed, or written in indelible ink, and shall be signed by the bidder, or person(s) duly authorized to bind the bidder to the contract. All pages of the bid except for un-amended printed matter shall be initialed by the person(s) signing the bid. Any interlineation, erasures or overwriting shall be valid only if they are initialed by the person(s) signing the bid.

1.6 Clarification of Bidding Document

A pre-bid meeting will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the document at 09.30 am on 09th May 2025 in the Procurement Manager's Office, Colombo Lotus Tower Management Company (Pvt) Ltd Sri Lanka, 320, D R Wijewardena Mawatha, Colombo 10. The bidder is requested to submit any other queries/ clarification/ information pertaining to bidding documents in writing delivered by hand or e-mail to Procurement Manager's Office. (Email: tender@colombolotustower.lk)

1.7 Deadline for Submission of the Bid

Bids must be delivered to the address, Chairman – Procurement Committee, Procurement Division, Colombo Lotus Tower Management Company (Pvt) Ltd Sri Lanka, 320, D R Wijewardena Mawatha, Colombo 10 on or before 02.00 pm 20th May 2025. Any Bid received after the deadline for submission of Bids will be rejected and returned unopened to the Bidder. Postal or other delays will not be considered as valid reasons for acceptance of a late Bid.

1.8 Opening the Bid

The Bid will be opened immediately after the closing date and time. Bids will be opened in the presence of the representatives of the Bidder, who choose to attend the bid opening.

1.9 Preliminary Examination of the Bid

The Bid Evaluation Committee (TEC) will examine the bids to determine responsiveness, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order. The Employer at its discretion calls for clarifications from the Bidder in writing.

1.10 Correction of Errors

The Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

- 1.10.1 Where the discrepancy is between the amount in figures and the amount in words, the amount in words will prevail.
- 1.10.2 Where the discrepancy is between the unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern unless there is an obvious gross misplacement of the decimal point in the rate in which case the line-item total as quoted will govern, and the unit rate will be corrected.

1.10.3 The amount stated in the Form of Bid adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered binding upon the Bidder. If the Bidder does not accept the correct amount of bid, the bid shall be rejected.

1.11 Evaluation Criteria

The bidder shall meet all the mandatory requirements in the bidding documents to qualify for technical and financial evaluation. Bidders that are not substantially responsive to the requirements of the bidding documents will not proceed to the technical & financial evaluation stages.

All the substantially responsive bids will be evaluated and scored using a set of evaluation criteria. The scores for both technical and financial proposals will be distributed in a **60/40 ratio**. A total score of **60%** will be allotted to the technical proposal whereas **40%** goes to the financial proposal. After the evaluation process, the bidder with the highest total points for technical and financial evaluation shall be awarded.

Technical Evaluation Criteria

| No | Description of Criteria | Weighting Scores | Max Score |
|----|--|---|--------------|
| 1 | General Experience of the firm providing maintenance service during last 5 years and annual total value of such contacts need to be above Rs 2 million. | Attach supporting documents. – 6 Marks for each year | 30 |
| 2 | Experience of the firm providing services to 4 similar contracts where the contract value exceeds Rs 1 million in the past 3 years (either to public/private sector) | 4 similar contracts – 8 Marks each | 24 |
| 3 | At least Two (2) reference or recommendation letters from reputable clients on Client's letterheads (This should be different from award letters, engagement letters or contracts) | Attach reference letters – 10 Marks each | 20 |
| 4 | Evidence that employee remuneration is not below the minimum wage | Pay slips (certified by the Company accountant) | 8 |
| 5 | Submit Audited statements for the last 3 years with an average turnover above 2 million. | Attach supporting documents. – 6 Marks each | 18 |
| | TOTALS SCORE | | 100 |

NOTE: Only bidders who score 70% and above will be subjected to Financial Evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further for Financial Evaluation.

1.12 Bid Security

Each bid must be accompanied by a Bid Security for a sum of Rs 18,000.00 (Rupees Eighteen Thousand Only) form of bank guarantee from a Commercial Bank operating in Sri Lanka, valid 02nd September 2025 from the date of opening of the Bid.

1.13 Acceptance of the Bid

On a Bid being accepted, the Company will notify such acceptance to the bidder in the form of a letter of award to the address given whose bid or part thereof has been accepted.

Upon such notification, the successful bidder shall be deemed to have entered into a contract with the Company in the performance of the services for which the bid was accepted, on the basis of the bid and shall thereupon be deemed to be the contractor for the performance of the services.

If the successful contractor fails to enter into a formal contract with Colombo Lotus Tower Management Company (Pvt) Ltd the Bid Security shall be forfeited.

1.14 Performance Security

The Performance Security acceptable to the Employer shall be an unconditional form of guarantee to an amount equal to **5%** of the Contract Price. The performance security shall be submitted within 14 days from the Letter of acceptance.

SECTION II.

FORMS OF BID AND QUALIFICATION INFORMATION

Form of Bid

| No. 320, D |).R. W | ijewardena N | Aawat | ha, Colomb | 00 10. | | | | | |
|------------|--------|--------------|--------|------------|------------|------------|----------------|--------------|----------|-------|
| | | | | | | | | | | |
| 1. Having | exami | ned the Bide | ding [| Oocument a | nd addei | nda for th | e execution of | f the Annual | Mainte | nance |
| Contract | for | Waterscape | at | Colombo | Lotus | Tower | Management | Company | (Pvt) | Ltd. |
| CT T/S/AN | AC/RE | R/25/15) We | /I the | undersione | d offer to | o evecute | and complete | such Works | in confo | rmity |

- Contract for Waterscape at Colombo Lotus Tower Management Company (Pvt) Ltd. (CLT/S/AMC/RFB/25/15), we/I the undersigned, offer to execute and complete such Works in conformity with the aforesaid Conditions of the Contract, Employer's Requirements, and activity schedule for the sum of Sri Lankan Rupees (LKR) or such other sums as may be ascertained in accordance with the said Conditions.
- 2. We/I acknowledge that the Conditions of Contract, Employer's Requirements, and Activity Schedule form part of our Bid.
- 3. We/I undertake, if our Bid is accepted, to commence the works as stipulated in the bid document, and to complete the whole of the Works comprised in the Contract within the time stated in the bid document.
- 4. We/I agree to abide by this bid for the period stated in the Instructions to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us/me.

| 6. We/I understand that you are not bound to accept the lowest or any Bid you may receive. |
|--|
| Dated this day of 20 in the capacity of duly authorized to sign tenders for and |
| on behalf of |
| (IN BLOCK CAPITALS) |
| Signature: |

Address:

Designation:

Name:

To: Chief Executive Officer

Colombo Lotus Tower Management Company (Pvt) Ltd.,

Qualification Information

| COMPANY | PROFILE |
|----------------|----------------|
| | |

1. Name of Bidder

| 2. Address 3. Telephone No(s) | |
|--|---|
| 3. Telephone No(s) | |
| | |
| 4. Details of Registration of the Company: | |
| (The Bidder should be a firm registered with the Provincial Council / Divisional Secretariat/ | |
| Registrar of the Companies.) | |
| 5. Year of Commencement of Business: | |
| 6. Business Registration Number: | |
| 7. Details of Similar services Carried out in Sri Lanka within the last five years. | |
| (The Bidder should have satisfactorily carried out similar services during the past five years in S | |
| and should still be engaged in similar services. Documentary proof should be provided to confinences.) | |
| | |
| services.) | |
| services.) CUSTOMER NAME CONTRACT DESCRIPTION | <u>-</u> |
| services.) CUSTOMER NAME CONTRACT DESCRIPTION | - - - |
| services.) CUSTOMER NAME CONTRACT DESCRIPTION | - - - - |
| services.) CUSTOMER NAME CONTRACT DESCRIPTION | <u>, </u> |

9. Financial Status of the Company **PERIOD**

| PERIOD | TURNOVER | PROFIT AFTERTAX |
|-----------|----------|-----------------|
| 2021/2022 | | |
| 2022/2023 | | |
| 2023/2024 | | |

(Audited Statement of Accounts should Attached with Bid)

| 10. | VAT | Registration | No: |
|-----|------------|--------------|-----|
| | | | |

- 11. Brief description of main business activities:
- 12. Brief Note on the Technical Competency of the Bidder to provide the services requested:

| Authorized Signature: Date: | |
|-----------------------------|--------------|
| | |
| Name | Company Seal |

SECTION III

CONDITIONS OF CONTRACT

1.1 Condition

- 1.1.1 There are no known or reported losses or incidents likely to result in a claim except what has been already informed to the user.
- 1.1.2 Deductible As specified.
- 1.1.3 CLTMC reserves the right to terminate the cover with one calendar month notice. The Service Provider shall not be entitled to any compensation, damage or loss incurred upon such termination or loss of profit. The proportional premium should be refundable.

1.2 General

- 1.2.1 Bidders must acquaint themselves fully with the conditions of the Bid. No plea for lack of information or insufficient information will be entertained at any time.
- 1.2.2 The Bids and any contract resulting there- from shall be governed by and construed according to the laws of Sri Lanka.
- 1.2.3 No Bid shall be considered unless all the conditions laid down in the document have been strictly fulfilled.
- 1.2.4 No interest shall be paid on any Bid Security.

1.3 Payment Terms

Applying for this Bid, confirms, that the bidder agreed to provide Annual Maintenance for the Waterscape in line with CLTMC requirements. Payment will be made after the end of the month within 14 Days upon receipt of the valid Invoice.

1.4 Non-transferable Bid

This Bidding document is not transferable. Only the bidder who has purchased this document is entitled to bid.

1.5 Performance Security

- 1.5.1 The successful bidder shall furnish performance security, in the form of a bank guarantee, within fourteen (14) days from the acceptance, which is issued by, a reputed commercial bank operating in Sri Lanka with the authority of a License issued by the Monitory Board (Central Bank) of Sri Lanka and payable to CLTMC on demand, in a sum equivalent to 5% of the total contract value of the accepted bid valid for a period Fourteen (14) months from date of the letter of acceptance.
- 1.5.2 If the successful bidder fails to furnish the performance security as aforesaid the bid security, shall be forfeited.

1.6 Site visits and Pre-bid meeting.

1.6.1 Site Visits

The Bidder is advised to visit and examine the site and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at Bidder's own expense. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during implementation.

1.7 Disputes

Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be settled in accordance with the provisions of law governing like disputes and triable by court of law of The Democratic Socialist Republic of Sri Lanka

SECTION IV. EMPLOYER'S REQUIREMENTS

Employer Name: Colombo Lotus Tower Management Company (Pvt) Ltd.

Address: 320, D. R. Wijewardena Mawatha, Colombo 10.

Business: Operations of Colombo Lotus Tower

Period of the Service (Annual Maintenance Contract for Waterscape at Colombo Lotus Tower Management Company (Pvt) Ltd): 12 Months

Extensions:

STATEMENT OF WORK.

- 1. The Bidder shall provide, or cause to be provided, **Annual Maintenance Contract for Waterscape** of the Colombo Lotus Tower, located at D.R. Wijewardena Mawatha, Colombo 10.
- 2. The Bidder shall furnish all supervision, labor, materials and equipment necessary to evaluate, monitor and complete the **Annual Maintenance Contract for Waterscape**.
- 3. The Bidder shall complete a property-wide inspection and assessment using visual inspections and, as needed, inspection monitoring devices.
- 4. The Bidder should be a firm registered with the Provincial Council / Divisional Secretariat/ Registrar of the Companies.
- 5. The Bidder should have satisfactorily carried out similar services during the past five years in Sri Lanka and should still be engaged in similar services. Documentary proof should be provided to confirm such services.
- 6. The Bidder should be able to provide services as mentioned in Annex 'A' and corresponding Pricing Schedules Annex 'B'. All financial and stamp fees for the preparation of the contract shall be borne by the successful bidder as applicable.

1.2. CONTRACT ADMINISTRATOR.

The Head of Engineer / Electrical Engineer – Engineering Department of CLTMC will coordinate the deployment of Waterscape Maintenance. The contractor understands and agrees that work, installation or any other service performed without the prior written direction of the Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense. The contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this Contract, who shall be satisfactory to CLTMC. Personnel assigned to perform services under this Contract may not be reassigned without prior written notification to, and approval from, the Contract Administrator.

1.3. SCHEDULES.

- 1.3.1. The yearly plan shall be submitted along with the bid documents.
- 1.3.2. Initial inspection of the Facilities shall be completed within thirty (30) days of the award date. The schedule for the inspection of the Facilities shall be approved by the Contract Administrator.
- 1.3.3. Any needed changes to the Plan due to the completed inspection shall be submitted within one (l) week of the initial inspection.

1.4. CONTRACTOR ACCESS.

1.4.1. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by the Contract Administrator. The contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of the Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by the Contract Administrator for access by the Contractor.

1.5. EXISTING UTILITIES AND STRUCTURES.

1.5.1. The contractor shall adequately protect the work, CLTMC's property, adjacent property and the public. In the event of damage to facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. Further, the Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage. The Contract Administrator may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to the Contractor. Upon the approval of the Contract Administrator, the Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on CLTMC's property.

1.6. WASTE REMOVAL.

1.6.1. The contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. The contractor shall be responsible for the removal and disposal of all debris and waste materials associated with this Contract. The contractor shall Sort the garbage collected from the relevant area and shall hand over the garbage disposal building of CLTMC.

1.7. SECURITY AND IDENTIFICATION.

- 1.7.1. The contractor shall abide by all procedures and rules as conveyed by the Contract Administrator regarding security requirements of the property where work is to be performed.
- 1.7.2. The successful bidder has to provide authorized identification cards to the Maintenance staff, and they must be wearing them throughout their working time in the tower premises. The profession and name of the staff member, along with a newly taken photograph must be clearly shown on the ID card.
- 1.7.3. The successful bidder shall submit separate files containing copies of the personal details of all employees and supervisors to the CLTMC Engineering Department within one week from the date of receipt of the award letter. The files should contain copies of the bio-data sheet, national identity card, Grama niladari certificate, police report and medical report. Also, when employees are newly admitted, their files should be provided promptly.

1.8. DISPOSAL OF SALVAGEABLE ITEMS.

1.8.1. The Contract Administrator shall mark and/or otherwise inform the Contractor of any material that will be salvaged by CLTMC. Disposal may include depositing in a central location for salvage by CLTMC or such other location as determined by the Contract Administrator.

1.9. SMOKING.

1.9.1. All CLTMC facilities where work is to be performed are nonsmoking buildings. The contractor's employees are prohibited from smoking in all areas except in areas designated for smoking.

1.10. EXAMINATION OF PREMISES.

1.10.1. The contractor shall be held to have examined all properties at which the work will take place and to be familiar with the conditions under which the work will be accomplished. The contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during any project.

1.11. CONTAINERS.

1.11.1. No fuels, chemicals or other types of hazardous material shall be stored on any CLTMC property. All fuels and other chemicals shall be stored in an Occupational Safety and Health Administration (OSHA) approved container.

2. Other Requirements of the Employer

- 2.1. The Head of Engineer / Electrical Engineer Engineering Department of CLTMC will coordinate the deployment of Waterscape Maintenance.
- 2.2. The Chief Executive Officer of CLTMC or any other officer authorized by him may object in writing to the employment of any person or persons in the service for reasons deemed sufficient by them. In such event, the bidder shall not employ any person or persons specified in such notice for the services under this contract.
- 2.3 All tools, power tools and other equipment shall be in a usable condition at all times, and all the tools, equipment, and machinery should be kept at the given place in the Lotus Tower premises.
- 2.4 Tools, power tools, and other equipment with the working condition and periodically be checked by the authorized persons and 5% of the total bill value for the relevant month will be deducted as a penalty in case of failure to maintain the availability of the tools, power tools and other equipment.
- 2.5 In case of a sudden breakdown of a tool, power tool, or other equipment should be informed the Head of Engineer / Electrical Engineer Engineering Department of CLTMC. Should replace the alternative item within 24 hrs. and if the contractor fails to replace it within the given time 5% of the bill value for the relevant month will be deducted as a penalty.
- 2.6 A permanent staff (Both workers and Supervisors) as per the given requirement should be deployed by the successful Bidder and must not change. (Without the approval of the Head of Engineer / Electrical Engineer Engineering Details of the workers and the supervisors should be submitted and approved by the Head of Engineer / Electrical Engineer Engineering and only the approved staff will be permitted to enter the premises. If the bidder needs to change or completely remove a worker or a supervisor must inform to Head of Engineer / Electrical Engineer Engineering Department of CLTMC and obtain approval.
- 2.7 Bidders are strongly advised to maintain the requested number of staff and failure to maintain that amount will result in a penalty of 50% of the same based on each person rate given in the pricing schedule for that month.
- 2.8 All staff deployed for Waterscape Maintenance should be within the age limit of 25-50 years. They should possess at least 01 years of experience in similar services in a recognized institution. They should be pleasant and clean persons and they should not be suffering from transmitted diseases and be in a health condition suitable to perform the duties. Bidders should provide documentary evidence (A medical report) to prove the competency of the personnel to be deployed as Maintenance staff.
- 2.9 The Chief Executive Officer or his authorized officer will have the authority to request the discontinuance of any worker for misbehavior and bad conduct whilst on duty. Such a worker must be removed forthwith by the Bidder and a satisfactory replacement shall be made within 24 hrs.

- 2.10 Monthly bills should be submitted to the Chief Executive Officer (CLTMC) for payment before the fifth day of the following month and the Chief Executive Officer shall affect the payment within fourteen (14) working days. Payments are to be made for the work done duly by the Head of Engineer / Electrical Engineer Engineering Department, the Chief Executive Officer's representative. Rates shall be excluding taxes.
- 2.11 At least one calendar months' notice shall be given by either party for the termination or for the renewal of the contract.
- 2.12 CLTMC will not undertake any responsibility/ Insurance cover of employees of the successful bidder. Successful bidder should take necessary actions on the above matter.

Annex "A"

<u>Annual Maintenance Contract for Waterscape</u> Colombo Lotus Tower Management Company (Pvt) Ltd

General

- Daily inspection and cleaning of the water scaping.
- Cleaning individual units and rearranging the soil and plants.
- Repairing the water filtering system.
- Checking power panels, lights, and motors (submersible and deep-well pumps).
- Inspecting and maintaining aquatic plants and trees.
- Inspecting and maintaining fish.

The existing water scape utilizes the bog filtering system to filter the water using gravel and plants to clean and purity the water as it passes through.

The bog filtering system has been introduced to maintain the water crystal clear and to provide a habitat for beneficial bacteria and wildlife. Also to reduce algae growth, remove toxins and create a healthy environment for the aquatic plants and fish to thrice.

A regular maintenance is expected to endure proper functionality of filtering system as well as prevent clogs, to maintain optimal water flow and maintain the efficiency of the system.

| | | Description | | Comply (| Yes/No) | |
|----|-------|---|---|----------|-----------|----------------------------|
| No | | | | Monthly | 6 monthly | Yearly Comply Yes/No |
| 1 | Daily | Visual Inspection: Remove debris for the waterscape utilizing safety gear and tools Keep the water level at the necessary level Maintain proper water flow by cleaning divider nets as necessary Inspect panel boards for any irregularities Maintain the aesthetic appeal through out Monitoring and maintenance to avoid mosquitoes breeding and unpleasant odors. | X | | | |

| Employ safety gear and tools to clean the waterscape. | | X | | |
|---|--|---|---|---|
| Scrub inner wall with a natural coir brush and outer walls surfaces as appropriate | | | | |
| Remove all unwanted growth from the bed. | | | | |
| Use a coir brush to clean the cement trays. | | | 4 | |
| Ensure proper illumination by cleaning the lights. | | | | |
| Maintain the continuous mechanical water circulation | | | | |
| Identify the clogs and blockages and clean them in order to maintain proper water flow and ensure proper filtration. | | | | |
| Maintain the growth flora and fauna indicated at annexure. The excessive growth to be controlled in order to maintain dynamic equilibrium within flora and fauna. | | | | |
| The water parameters such as pH, ammonia levels and nitrate levels of the bog filtering system. | | | | |
| Service all pumps utilizing appropriate tools and safety equipment. | | | X | |
| Prevent clogging by cleaning suction points | | | | |
| Address any panel board issues through servicing | | | | |
| Maintain healthy ecosystem by removing fish overgrowth, maintaining aquatic plants, reducing the growth of algae, remove toxins when and as required | | | | |
| | Scrub inner wall with a natural coir brush and outer walls surfaces as appropriate Remove all unwanted growth from the bed. Use a coir brush to clean the cement trays. Ensure proper illumination by cleaning the lights. Maintain the continuous mechanical water circulation Identify the clogs and blockages and clean them in order to maintain proper water flow and ensure proper filtration. Maintain the growth flora and fauna indicated at annexure. The excessive growth to be controlled in order to maintain dynamic equilibrium within flora and fauna. The water parameters such as pH, ammonia levels and nitrate levels of the bog filtering system. Service all pumps utilizing appropriate tools and safety equipment. Prevent clogging by cleaning suction points Address any panel board issues through servicing Maintain healthy ecosystem by removing fish overgrowth, maintaining aquatic plants, reducing the growth of algae, remove toxins | waterscape. Scrub inner wall with a natural coir brush and outer walls surfaces as appropriate Remove all unwanted growth from the bed. Use a coir brush to clean the cement trays. Ensure proper illumination by cleaning the lights. Maintain the continuous mechanical water circulation Identify the clogs and blockages and clean them in order to maintain proper water flow and ensure proper filtration. Maintain the growth flora and fauna indicated at annexure. The excessive growth to be controlled in order to maintain dynamic equilibrium within flora and fauna. The water parameters such as pH, ammonia levels and nitrate levels of the bog filtering system. Service all pumps utilizing appropriate tools and safety equipment. Prevent clogging by cleaning suction points Address any panel board issues through servicing Maintain healthy ecosystem by removing fish overgrowth, maintaining aquatic plants, reducing the growth of algae, remove toxins | waterscape. Scrub inner wall with a natural coir brush and outer walls surfaces as appropriate Remove all unwanted growth from the bed. Use a coir brush to clean the cement trays. Ensure proper illumination by cleaning the lights. Maintain the continuous mechanical water circulation Identify the clogs and blockages and clean them in order to maintain proper water flow and ensure proper filtration. Maintain the growth flora and fauna indicated at annexure. The excessive growth to be controlled in order to maintain dynamic equilibrium within flora and fauna. The water parameters such as pH, ammonia levels and nitrate levels of the bog filtering system. Service all pumps utilizing appropriate tools and safety equipment. Prevent clogging by cleaning suction points Address any panel board issues through servicing Maintain healthy ecosystem by removing fish overgrowth, maintaining aquatic plants, reducing the growth of algae, remove toxins | waterscape. Scrub inner wall with a natural coir brush and outer walls surfaces as appropriate Remove all unwanted growth from the bed. Use a coir brush to clean the cement trays. Ensure proper illumination by cleaning the lights. Maintain the continuous mechanical water circulation Identify the clogs and blockages and clean them in order to maintain proper water flow and ensure proper filtration. Maintain the growth flora and fauna indicated at annexure. The excessive growth to be controlled in order to maintain dynamic equilibrium within flora and fauna. The water parameters such as pH, ammonia levels and nitrate levels of the bog filtering system. Service all pumps utilizing appropriate tools and safety equipment. Prevent clogging by cleaning suction points Address any panel board issues through servicing Maintain healthy ecosystem by removing fish overgrowth, maintaining aquatic plants, reducing the growth of algae, remove toxins |

The list of available electrical appliances

| Panel No. | Description | Units | Qty |
|---------------|-------------------------|-------|-----|
| Pump panel 01 | 40A Four pole MCB | Nos. | 1 |
| | 16A single pole MCB | Nos. | 1 |
| | 10A single pole MCB | Nos. | 2 |
| | 6A single pole MCB | Nos. | 2 |
| | Contactors | Nos. | 4 |
| | Thermal overload switch | Nos. | 2 |
| | Timers | Nos. | 5 |
| Pump panel 02 | 40A Four pole MCB | Nos. | 1 |
| | 16A single pole MCB | Nos. | 2 |
| | 10A single pole MCB | Nos. | 1 |
| | 6A single pole MCB | Nos. | 2 |
| | Contactors | Nos. | 4 |
| | Thermal overload switch | Nos. | 2 |
| | Timers | Nos. | 5 |
| | | | |
| Pump panel 03 | 40A Four pole MCB | Nos. | 1 |
| | 16A single pole MCB | Nos. | 1 |
| | 10A single pole MCB | Nos. | 4 |
| | Contactors | Nos. | 4 |
| | Thermal overload switch | Nos. | 2 |
| | Timers | Nos. | 5 |
| Pump panel 04 | 40A Four pole MCB | Nos. | 1 |
| | 16A single pole MCB | Nos. | 3 |
| | 10A single pole MCB | Nos. | 2 |
| | 6A single pole MCB | Nos. | 1 |
| | Contactors | Nos. | 4 |
| | Thermal overload switch | Nos. | 2 |
| | Timers | Nos. | 5 |

The details of the available plants are as follows. Contractor to maintain the same.

| Det | ails of species of plants | | | | |
|-----|----------------------------|----|------------------------------|----|-------------------------|
| 1 | Alternanthera green | 40 | ludwigia palustris | 79 | ech bleheri |
| 2 | alternanthera lilacina | 41 | ludwigia repens | 80 | Ludwigia arcuata |
| 3 | Althenanthera Redi | 42 | ludwigia red ruby | 81 | Ludwigia brevipes |
| 4 | alhernanthera resanervig | 43 | ludeigia super red | 82 | Ludwigia inclinata |
| 5 | Alernanthera supper Red | 44 | limnophila aromatica | 83 | ludwigia inclinata cuba |
| 6 | anubias congensis | 45 | limnophila sessiliflora | 84 | ludwigia peruensis |
| 7 | anubias gigantea | 46 | Madhuca longifolia | 85 | Indian Fern |
| 8 | aponogeton crispus | 47 | Myriophyllum Geen | 86 | Legedadra ovata |
| 9 | aponogeton natans | 48 | Myriophyllum Red | 87 | Legenandra praetermissa |
| 10 | aponogeton rigidifolius | 49 | Myriophyllum parrots feather | 88 | Legenandra thwaitesii |
| 11 | Acrous calamus | 50 | osbeckia octandra | 89 | Legenandra lancifolia |
| 12 | alpinia calarata rescoe | 51 | pandaus amaryllifolius | 90 | Legenandra wayambe |
| 13 | alpinia galanga | 52 | rotala nanjensan | 91 | Ech deep purple |
| 14 | areca catechu | 53 | ratala green | 92 | Hygrophila Corymbosa |
| 15 | aquilaria malaccensis | 54 | Rotala roundifolia | | |
| 16 | bacopa caroliniana | 55 | Rotala roundifolia red | | |
| 17 | barringronia acutangula | 56 | toala H'ra | | |
| 18 | canomba green | 57 | Rotala macrandra | | |
| 19 | cabomba purple | 58 | Rotala macrandra mini | | |
| 20 | cabomba red | 59 | Rotala maxicana | | |
| 21 | cryptocoryne | 60 | totala wallichii | | |
| 22 | cryptocoryne pava | 61 | sagittaria subulata | | |
| 23 | Cryptocoryne Undulata | 62 | sagittaria giant | | |
| 24 | cryptocoryne wendtii | 63 | syzygium cumini | | |
| 25 | cryptocoryne wendtii green | 64 | schefflera hetarobotry | | |
| 26 | cryptocoryne wendtii red | 65 | terminalia arjuna | | |
| 27 | carallia barachiata | 66 | tiger lotus green | | |
| 28 | caryota urens | 67 | tiger lotus red | | |
| 29 | dillenia retusa | 68 | vallisneria spiralis | | |
| 30 | dillenial indica | 69 | Vallisneria nana | | |

| 31 | dillenia suffruticosa | 70 | Vallisneria giant | |
|----|------------------------|----|-------------------------------------|---|
| 32 | Echinodorus amazonicus | 71 | Vallisneria curl | |
| 33 | Ech. Tropica | 72 | Ech argentinensis | |
| 34 | Ech. Costa | 73 | ech sunalatus | |
| 35 | Ech latifolius | 74 | habatala green | |
| 36 | ech decumbens | 75 | Habarala red | 4 |
| 37 | ech red fame | 76 | hygrophila difformis | |
| 38 | ech Leapaed | 77 | Hygrophilla Polusperrna | |
| 39 | Ech harbich | 78 | hygrophila polysperma rosanervig | Y |

Notes to Bidders

- All service providers visit the location prior forwarding the quotations.
- The bidder should keep an experienced and skilled person at the premises during working hours, four days a week. Also, the attendance to be marked at the premises.
- Bidder to provide all necessary tools and equipment for maintaining and cleaning the pond.
- The employer needs to adhere to the rules and regulations imposed by the management of Colombo Lotus Tower.
- Bidder to provide a yearly plan for the maintenance of aquatic plants and animals, electrical equipment, panel boards, and a schedule for cleaning the surroundings.
- Details of similar projects undertaken to be indicated along with the quotation and having a nursery with indicated aquatic plants/animal will be an added advantage.

Annex "B"

Price Schedule

Purpose: Annual Maintenance Contract for Waterscape

Period: 12 Months

Coverage: Annual Maintenance Contract for Waterscape at Colombo Lotus Tower Management

Company (Pvt) Ltd

BILL OF QUANTITIES

ANNUAL MAINTENANCE CONTRACT FOR WATERSCAPE

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|----------------------------------|--|-------|-----|------|--------|
| 1 | Providing services as described in Annex-A Per Month | Month | 12 | | |
| Total Amount (Excluding VAT) | | | | | |
| SSCL (If Applicable) | | | | | |
| VAT (If Applicable) | | | | | |
| Grand Total (Including SSCL/VAT) | | | | | |

| | TOTAL Rs. = |
|-------------------|-------------|
| TOTAL IN WORDS: - | |
| TOTAL IT WORDS. | |
| | |

Additional details required for evaluation purposes.

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE (EXCLUDING TAXES) |
|------------|----------------------------|--|-----|------------------------------|
| 1. | Supply of Service Personal | 8 hrs. Shift (8.30 a.m. – 5.30 p.m.) | 1 | |
| 2. | Cost materials per month | Month | 1 | |

| Authorized Signature of the Bidder | Date |
|------------------------------------|------|
| | |
| Company Name : | |

Annex 'C'

DETAILS OF PREVIOUS EXPERIENCE

(Please attach certificates issued by the client organizations) (Documents submitted without the client's recommendation will be neglected)

| NAME OF THE ORGANIZATION | CONTRACT NAME AND PERIOD | CONTACT PERSON DESIGNATION | CONTACT NO. |
|-----------------------------|-----------------------------|-------------------------------|-------------|
| | | |) > |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

SECTION V. STANDARD FORMS

Annex D

Form: Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, Colombo Lotus Tower Management Company (Pvt) Ltd., 320, D R Wijewardena Mawatha, Colombo 10. (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, personnel and resources, has agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
- (a) The Conditions of Contract;
- (b) The Contract Data;
- (c) The Form of Bid and Qualification Information
- (d) The Employer's Requirements
- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The employer shall make payments to the Service Provider in accordance with the provisions of the Contract

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Colombo Lotus Tower Management Company (Pvt) Ltd., 320, D R Wijewardena Mawatha, Colombo 10.

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

Annex E

Form: Letter of Acceptance

To: [name and address of the Service provider]

| Annual Maintenance Contract for Waterscape at Colombo Lotus Tower Management Company (Pvt) Ltd Procurement Number - CLT/S/AMC/RFB/25/15 |
|---|
| This is to notify you that your bid dated DD/MM/YYYY for the Maintenance |
| |
| , Excluding VAT) for as corrected in accordance with Instructions to Bidders and/ or modified by addendum, is hereby accepted. |
| You are hereby instructed to proceed with the execution of the said maintenance in accordance with the Contract documents. |
| Other Conditions of this maintenance are as follows: |
| 1. The Contract period for maintenance from <i>DD/MM/YYYY</i> to <i>DD/MM/YYYY</i> . |
| 2. The amount of Performance Security is Rs |
| bank operating in Sri Lanka approved by the Central Bank of Sri Lanka in fervor of Chief Executive Officer - |
| Colombo Lotus Tower Management Company (Pvt.) Ltd, No. 320, D.R. Wijewardana Mawatha, Colombo 10 and |
| shall be valid up to <i>DD/MM/YYYY</i> . |
| Furthermore, you are requested to sign the Contract agreement for the above Maintenance of |
| 320, D.R. Wijewardana Mawatha, Colombo 10 on or before <i>DD/MM/YYYY</i> . |

Annex F

Form: Bid Security (Bank Guarantee)

To: Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt.) Ltd, No. 320, D.R. Wijewardana Mawatha, Colombo 10.

Whereas [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for providing Services of Annual Maintenance Contract for Waterscape at Colombo Lotus Tower Management Company (Pvt) Ltd (CLT/S/AMC/RFB/25/15) (hereinafter called "the Bid").

Know all people by these presents that We [name of Agency] having our registered office at [address] (hereinafter called "the Bank") are bound into Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardana Mawatha, Colombo 10. (Hereinafter called "the Employer") in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder has been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
- (c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [Usually 28 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

| Date | Signature of the |
|---------|------------------|
| Bank | |
| Witness | |
| Seal | |

Annex G

Form: Performance Bank Guarantee (Unconditional)

To: Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardana Mawatha, Colombo 10.

Whereas [name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. CLT/S/AMC/RFB/25/15 dated [date] to execute Annual Maintenance Contract for Waterscape at Colombo Lotus Tower Management Company (Pvt) Ltd . (Hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now, therefore, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

| This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Complet |
|---|
|---|

| Signature and seal of the Guarantor |
|-------------------------------------|
| Name of Bank |
| Address |
| Date |

Value Added Tax (VAT):

Service: Annual Maintenance Contract for Waterscape at Colombo Lotus Tower Management Company (Pvt) Ltd

Note: The bidder is required to show the total amount of V.A.T. for the bid, separately in the place shown below.

The bidder is strictly instructed not to include V.A.T. in his bid value.

| VAT Registration Number - | |
|--------------------------------|--|
| | |
| VAT Component of the Bid Price | |
| | |
| Signature of the Bidder | |
| Company seal Date: | |