



## **INVITATION FOR BIDS**

**CLEANING AND MAINTENANCE SERVICES FOR GARDEN,  
WALKING PATH, CAR PARK AREA OF THE COLOMBO  
LOTUS TOWER OUTSIDE PREMISES**

**CONTRACT NO: CLT/PRO/S/SER/RFB/26/16**

**CHAIRMAN,  
MAJOR PROCUREMENT COMMITTEE,  
COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD  
NO 320, D R WIJEWARDANE MAWATHA  
COLOMBO 10**

**ISSUED DATE – .....-2026**

**ISSUED TO - .....**

DO NOT COPY



**INVITATION FOR BIDS FOR CLEANING AND MAINTENANCE SERVICES FOR GARDEN, WALKING PATH, CAR PARK AREA OF THE COLOMBO LOTUS TOWER OUTSIDE PREMISES**

**CONTRACT NO. CLT/PRO/S/SER/RFB/26/16**

Dear Sir/Madam,

The Chairman, Major Procurement Committee, on behalf of the Colombo Lotus Tower Management Company (Pvt.) Ltd now invites sealed bids from eligible and qualified bidders for the Cleaning And Maintenance Services For Garden, Walking Path, Car Park Area for Colombo Lotus Tower Management Company (Pvt.) Ltd. (CLT/PRO/S/SER/RFB/26/16)

1. The Contract Period is **Two (02) Years**.
2. Bidding will be conducted through National Competitive Bidding.
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 1<sup>st</sup> Floor, Procurement Division, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10 (Tel: 011-2108300 / 074 390 5564 / 0742012366 / E-mail – tender@colombolotustower.lk and inspect the bidding document at the address given below **from 9.00 a.m. to 3.00 p.m.** during weekdays.
6. Evaluation Criteria are provided in the Bidding Document.
7. A complete set of Bidding Document in the English language may be purchased by interested bidders on the submission of a written request letter to the Procurement Manager's Office, Colombo Lotus Tower Management Company (Pvt.) Ltd, from **23<sup>rd</sup> June 2026 until 14<sup>th</sup> July 2026 from 9.00 a.m. to 3.00 p.m.** upon payment of a **non-refundable fee of Rs. 5,000.00** to the Finance Department, Colombo Lotus Tower Management Company (Pvt.) Ltd.
8. Bids shall be delivered with duplicates (Tender Box No. 01) to the address below at the Chairman, Major 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. (14:00 hour) on 15<sup>th</sup> July 2026**. Late bids will be rejected. Bids will be opened soon after closing of bids in the presence of the bidders' representatives who choose to attend.

9. Bids shall be valid up to **14<sup>th</sup> October 2026**.
10. All bids shall be accompanied by a “**Bid-Security, of Rs. 380,000.00** Bid Security shall be valid up to **11<sup>th</sup> November 2026** 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 30<sup>th</sup> June 2026 at 11.00 a.m.** (11:00 hour) in the Procurement Manager’s Office. Attendance is highly recommended.

*Chairman, Major Procurement Committee*  
**COLOMBO LOTUS TOWER MANAGEMENT CO. (PVT) LTD.**

DO NOT COPY

## SECTION I.

### Instructions to Bidders

#### A. General

<b>1. Scope of Bid</b>	1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.
	1.2 The successful Bidder will be expected to perform the services until the intended completion date provided in the bidding data.
<b>2. Qualification and Experience of the Bidder</b>	<p>2.1 All bidders shall provide in Section III, Form of Bid and Qualification and Experience Information, a preliminary description of the proposed work, method and schedule including drawings and charts as necessary.</p> <p>2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:</p> <ul style="list-style-type: none"><li>(a) List of Services performed for each of the last five years;</li><li>(b) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;</li><li>(c) Work plan and methodology</li><li>(d) list of major items of equipment proposed to carry out the Contract;</li><li>(e) qualifications and experience of key staff proposed for the Contract</li><li>(f) any other if listed in the Bidding Data.</li></ul>
<b>3. Cost of Bidding</b>	3.1 The Bidder shall bear all costs associated with the preparation and submission of his/her Bid, and the client will in no case be responsible or liable for those costs.
<b>4. Site Visit</b>	4.1 The Bidder, at the Bidder's own responsibility to visit and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the services. The costs of visiting the site shall be at the Bidder's own expense.

## B. Bidding Documents

<p><b>5. Content of Bidding Documents</b></p>	<p>5.1 The set of bidding documents comprises the documents listed below.</p> <p><b>Volume I</b></p> <p>Section I                    Instructions to Bidders  Section IV                    Conditions of Contract  Section VIII                Forms of Securities</p> <p><b>Volume II</b></p> <p>Invitation for Bid  Section II                    Bidding Data  Section III                   Form of Bid, Qualification Information, Letter of Acceptance, and Form of Contract  Section V                    Contract Data  Section VI                   Employer’s Requirements  Section VII                  Scope of Work and Schedule</p>
<p><b>6. Clarification of Bidding Documents</b></p>	<p>6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Client in writing at the Client’s address indicated in the invitation to bid.</p>

## C. Preparation of Bids

<p><b>7. Language of Bid</b></p>	<p>7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client shall be written in English Language.</p>
<p><b>8. Documents Comprising</b></p>	<p>8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:</p> <p>(a) The first envelope shall be clearly marked “ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION”; and</p> <p>(b) The second envelope shall be clearly marked “ENVELOPE 2 – “FINANCIAL BID” and warning “DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS”.</p> <p>8.2 The Envelope 1, marked as “QUALIFICATION AND EXPERIENCE INFORMATION” shall include the originals of the following:</p> <p>(i) Volume 1 of the Bidding Document  (ii) Bid security if requested;  (iii) Duly filled ‘A’ Schedules, “Qualification and Experience Information”;  (iv) Other information listed in Bidding Data; and</p>

	<p>(v) Any other information, bidder may wish to include</p> <p>8.3 The Envelope 2, marked a “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:</p> <ul style="list-style-type: none"> <li>(i) Duly filled and signed Price Bid Submission Form;</li> <li>(ii) Duly filled Activity Schedules</li> </ul> <p>8.4 The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Employer at the address provided in the Bidding Data;</li> <li>(b) bear the name and identification number of the Contract as defined in Bidding Data; and</li> </ul>
<p><b>9. Bid Prices</b></p>	<p>9.1 The Contract shall be for the Services, as described in the Client’s Requirements, Section VI, based on the priced Activity Schedule submitted by</p> <p>9.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Client’s Requirements, Section VI and listed in the Activity Schedule, Section VII. Items for which no rate or price is entered by the Bidder will not be paid for by the Client when executed and shall be deemed covered by the other rates and prices in the Activity Schedule. The Bidder.</p> <p>9.3 All duties, taxes and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be shown separately.</p>
<p><b>10.Currency of Bid and Payment</b></p>	<p>10.1 The price quoted by the Bidder shall be in Sri Lanka Rupees</p>
<p><b>11.Bid Validity</b></p>	<p>11.1 Bids shall remain valid for 91 days as specified in the Bidding Data.</p> <p>11.2 In exceptional circumstances, the Client may request that the bidders extend the period of bid validity for a specified additional period. The request and the bidders’ responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the, and in compliance with Clause 12 in all respects.</p>

<b>12. Bid Security</b>	12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.
	12.2 If a Bid Security is requested under sub-clause 12.1 above, any Bid not accompanied by an acceptable Bid Security shall be rejected by the Client.
	12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in sub-Clause 12.1
	12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has Signed the Agreement and furnished the required performance Security.
	12.5 The Bid Security may be forfeited: <ul style="list-style-type: none"> <li>(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;</li> <li>(b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or</li> <li>(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the Contract; or</li> <li>(ii) Furnish the required Performance Security.</li> </ul> </li> </ul>
<b>13.Format and Signing of Bid</b>	<p>13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.</p> <p>13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the Person or persons signing the Bid.</p> <p>13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Client, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.</p>

**D. Submission of Bids**

<b>14. Sealing and Marking of Bids</b>	<p>14.1 The outer envelope prepared in accordance with sub-clause 8.1 shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Chairman, Major Procurement Committee at the address provided in the Bidding Data;</li> <li>(b) bear the name of the contract as defined in the Bidding Data; and</li> <li>(c) provide a warning not to open before the specified time and date for Bid Opening as defined in the Bidding Data.</li> </ul>
--	--

	<p>14.2 In addition to the identification required in Sub-Clause 14.1, the envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.</p>
	<p>14.3 If the envelope is not sealed and marked as above, the Client will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<b>15. Deadline for Submission of Bids</b>	<p>15.1 Bids shall be delivered to the Client at the address specified above no later than the time and date specified in the Bidding Data.</p>
	<p>15.2 Client may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.</p>
<b>16. Late Bids</b>	<p>16.1 Any Bid received by the Client after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.</p>

#### **E. Bid Opening and Evaluation**

<b>17. Bid Opening</b>	<p>17.1 The Client will open the envelope in the presence of Bidders' designated representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. The Bidders' Representatives who are present shall confirm their attendance by signing the attendance sheet.</p>
	<p>17.2 The Bidders' names, the presence/(or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Client may consider appropriate, will be announced by the Client at the opening.</p>
	<p>17.3 The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – Quality and Experience', in the manner described in Sub-Clause 21.2.</p>
<b>18. Clarification of Bids</b>	<p>18.1 To assist in the examination, evaluation and comparison of bids, the Client may, at the Client's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule and other information that the Client may require. The request for clarification and the response shall be written, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the bids in accordance with Clause 22.</p>

<p><b>19. Examination of Bids and Determination of Responsiveness</b></p>	<p>19.1 Prior to the detailed evaluation of bids, using the information provided, the Client will determine whether each Bid (a) is accompanied by the required securities and (b) is substantially responsive to the requirements of the bidding documents.</p>
	<p>19.2 A substantially responsive Bid is one which conforms to all the terms, conditions and Client's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Service; (b) which limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</p>
	<p>19.3 If a Bid is not substantially responsive, it will be rejected by the Client and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p>
<p><b>20. Evaluation of Qualification and Experience</b></p>	<p>20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.</p>
	<p>20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.</p>
	<p>20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:</p>
	<p>20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.</p>

<p>21. Evaluation of Financial Bid</p>	<p>21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent by registered letter, or facsimile,.</p> <p>21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened</p> <p>21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly, it will be rejected at this stage.</p> <p>21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:</p> <ul style="list-style-type: none"> <li>a) excluding Provisional Sums and the provision, if any;</li> <li>b) correcting the arithmetical errors in-pursuant to Clause 22.</li> <li>c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.</li> <li>d) applying any discounts offered by the Bidder.</li> </ul> <p>21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.</p>
--	--

<p><b>22. Correction of Errors</b></p>	<p>22.1 Bids determined to be substantially responsive will be checked by the Client for any arithmetic errors. Arithmetical errors will be rectified by the Client on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.</p> <p>22.2 The amount stated in the Bid will be adjusted by the Client in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.</p>
--	--

## F. Award of Contract

<p><b>23.Award Criteria</b></p>	<p>23.1 Subject to Clause 24, the Client will award the contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price.</p>
<p><b>24. Client's Right to Accept any Bid and to Reject any or All Bids</b></p>	<p>24.1 Notwithstanding Clause 23, the Client reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the 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 Client's action.</p>
<p><b>25. Notification of Award and Signing of Agreement</b></p>	<p>25.1 The Bidder whose Bid has been accepted will be notified in writing of the award by the Client prior to expiration of the Bid validity period. This letter (hereinafter and in the conditions of contract called the "Letter of Acceptance") will state the sum that the Client will pay the Service Provider in consideration of the services provided by the service provider as prescribed by the contract (hereinafter and in the Contract called the "Contract Price").</p> <p>25.2 The notification of award will constitute the formation of the contract.</p> <p>25.3 The Contract, in the form provide in the bidding documents, will Incorporate all agreements between the Client and the successful Bidder.</p>
<p><b>26. Performance Security</b></p>	<p>26.1 If requested in the Bidding Data, within 14 days after receipt of the letter of Acceptance, the successful Bidder shall deliver to the Client a performance Security in the amount of 5% of the total Contract sum of and in the form (Unconditional on demand Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the condition of contract section IV. Performance security should be initially for 400 days valid from the date of acceptance and subjected to be extended another 365 days in case of extension of contract.</p>
<p><b>27. Advance Payment and Security</b></p>	<p>27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer.</p>

## SECTION II

### Bidding Data

The following specific data for the service to be purchased shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>ITB Clause Reference</b>	<b>Instructions to Bidders Clause Reference</b>
1.	<p>1.1 The Client is the Colombo Lotus Tower Management Company (Pvt) Ltd</p> <p>Name of the Contract: - <b>Cleaning And Maintenance Services For Garden, Walking Path, Car Park Area for Colombo Lotus Tower Management Company (Pvt) Ltd</b></p> <p>Identification Number of the Contract: <b>CLT/PRO/S/SER/RFB/26/16</b></p> <p>1.2 The Intended Completion date is 31<sup>st</sup> July 2028.</p>
2	<p>2.1 The Bidder should be a firm registered with the Provincial Council / Divisional Secretariat/ Registrar of the Companies.</p> <p>2.2 Past Experience</p> <p>a) Bidders should have satisfactorily carried out similar capacity cleaning services during the last past five (05) years (2021,2022,2023,2024 and 2025) in Sri Lanka and Documentary proof should be provided to confirm such services.</p> <p>b) Experience in Services of a Similar Nature:</p> <p>The bidder must currently be engaged in at least two (02) similar capacity cleaning service contracts, each involving a minimum of Fifteen (15) or more Cleaning personnel.</p> <p>(c) Work plan and methodology</p> <p>Executive summary providing the methodology to achieve the end goal, procedures and processes to provide the scope of services.</p> <p>Briefly describe the firm's procedures and processes for following key elements.</p> <ol style="list-style-type: none"><li>I. Cleaning of areas</li><li>II. System for tracking complaints from clients and poor performance areas</li><li>III. The products (chemicals etc.) need to be used.</li><li>IV. Equipment to be used.</li><li>V. Managing quality of services offered</li><li>VI. Work plans to be performed weekly, monthly and annually</li></ol>

	<p>d) list of major items of equipment proposed to carry out the Contract.</p> <p>Provide the Five (5) Equipment / tools to be used in this line of work (Proof or evidence of ownership – Invoice or leasing agreement. If any Import of Chemical or other materials Only for use on site (Attached of Airwaybill / Bill of lading , commercial invoice , Packing list , CUSDEC)</p> <p>e) Qualifications and experience of key staff proposed for the Contract as outlined in SECTION VII - Scope of Work and Schedule – annex “C” - Schedule of Requirements of Cleaning Personnel</p> <p><b>and,</b></p> <p>The bidder should be able to provide its EPF &amp; ETF payment proofs ( C forms ) and copies of submitted returns for the period of 2<sup>nd</sup> half of 2024 and 1<sup>st</sup> half of 2025 if required.</p>
	<p><b>f) Financial Qualifications</b></p> <p>Last Three Years Average turnover should be LKR 50 million (2025/2024,2024/2023,2023/2022)</p> <p>The supplier must submit audited financial statements for the past three years (03) from the year 2025/2024,2024/2023,2023/2022 ensuring transparency, reliability, and consistency in financial reporting.</p> <p><b>Compliance and Statutory Payments</b></p> <p>The supplier’s pricing structure should adequately cover all statutory obligations and operational costs, ensuring full compliance with applicable laws and minimizing the risk of service disruption.</p>
3.	<p>The Bidder shall bear all costs associated with the preparation and submission of his/her Bid, and the Colombo Lotus Tower Management Company (Pvt) Ltd will in no case be responsible or liable for those costs.</p>
4.	<p>Bidder shall contact the Procurement Manager of Colombo Lotus Tower Management Company (Pvt) Ltd before visit the site.</p> <p>Email: chathurad@colombolotustower.lk</p> <p><u>Tel:/Mob:</u> 074 390 5564 / 0112 108 300</p>
6.	<p>A prospective Bidder requiring any clarification of the bidding documents may notify the Client in writing at the Client’s address indicated in the invitation to bid. Addresses: <b>Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10</b> Email: chathurad@colombolotustower.lk</p> <p><u>Tel:/Mob:</u> 074 390 5564 / 0112 108 300</p>

8.	<p>8.1 This procurement shall be conducted under the Single Stage, One Envelope Bidding Procedure.</p> <p>The Bidder shall submit one (01) Original and one (01) Copy of the Bid, duly marked as “ORIGINAL” and “COPY”. Both the Original and the Copy shall be enclosed together in a single sealed envelope and delivered.</p> <p>8.2 The bid shall include the originals of the following document.</p> <ul style="list-style-type: none"> <li>(i) The Original Bidding Document (Inclusive of Rate per Shift, Monthly Rate, Annual Price and Charges for Additional Cleaning Personal),</li> <li>(ii) Bid Security, (Original)</li> <li>(iii) Duly filled ‘Schedule A - Experience in Similar Assignments last Five years (05) 2021 to 2025, Schedule B – Clients Reference and Schedule C – Staff’</li> <li>(iv) Other information listed in Bidding Data: and,</li> <li>(v) Any other information, bidder may wish to include</li> <li>(vi) Format of Non-collusion Declaration</li> <li>(vii)PCA Form III</li> </ul> <p>8.4 The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/ covers shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Employer at the address provided in the Bidding Data; bear the name and identification number of the Contract as defined in Bidding Data</li> </ul>
11	11.1 Bid validity shall be valid until <b>14<sup>th</sup> October 2026</b> from the date of bid opening.
12	<p>12.1 The amount of Bid Security shall be – <b>Rs. 380,000.00</b></p> <p>The Bid Security shall be valid until – <b>11<sup>th</sup> November 2026</b></p>
14	<p>14.2 The Client’s address for the purpose of Bid submission is the Chairman, Major Procurement Committee, Colombo Lotus Tower Management Company (Pvt) Ltd, No: 320, D R Gunawardana Mawatha, Colombo – 10.</p> <p>For identification of the bid the envelopes should indicate Contract name and the Contract number in the top left corner of the envelope as “ <b>Cleaning And Maintenance Services For Garden, Walking Path, Car Park Area for Colombo Lotus Tower Management Company (Pvt) Ltd</b>”</p> <p>Contract Number: <b>CLT/PRO/S/SER/RFB/26/16</b></p>
15	<p><b>Pre-bid meeting</b>, which will be held on <b>30<sup>th</sup> June 2026 at 11.00 a.m. (11:00 hour)</b></p> <p><b>15.1</b> The deadline for submission of bids shall be <b>2.00 p.m. (14:00 hour) on 15<sup>th</sup> July 2026.</b></p>

17.1	<p><b>17.1</b> Bids will be opened immediately after the closing of bids <b>2.00 p.m.</b> (14:00 hour) <b>on 15<sup>th</sup> July 2026</b> at the <b>Training Room</b>, Colombo Lotus Tower Management Company (Pvt) Ltd. The bidder or his authorized representative may attend the bid opening.</p>
20	<p><b>20.1 Criteria for Evaluation of Qualification and Experience:</b></p> <p>The evaluation of bidders' qualifications and experience shall be carried out on a compliance basis in accordance with the requirements specified in ITB Clause 2. Only those bidders who meet all the mandatory criteria set out below shall be considered responsive and eligible for further evaluation.</p> <p><b>a.) Legal Registration</b></p> <p>1. The bidder shall be a firm duly registered in Sri Lanka with Provincial Council / Divisional Secretariat/ Registrar of the Companies.; Valid documentary evidence of such registration shall be submitted with the bid. Failure to submit acceptable registration documents shall result in rejection of the bid.</p> <p><b>b.) Past Experience in Similar Capacity Cleaning Services</b></p> <p>The bidder shall have satisfactorily carried out cleaning services during the past five (05) years, from 2021 to 2025, within Sri Lanka. Documentary evidence such as contracts, completion certificates, or client confirmations shall be submitted to substantiate the experience claimed along with the Schedule A &amp; B given in Section – III of the bidding document.</p> <p><b>c.) Current Experience in Services of a Similar Nature</b></p> <p>The bidder must currently be engaged in at least two (02) similar capacity Cleaning service contracts, each involving a minimum deployment of Fifteen (15) or more Cleaning personnel. Documentary proof of ongoing contracts shall be submitted along with the Schedule A &amp; B given in Section – III of the bidding document. Non-compliance with this requirement shall render the bid non-responsive.</p> <p><b>d.) Qualifications and Experience of Key Staff (Supervisor and Janitor Male/ Female)</b></p> <p>The bidder shall submit details of the qualifications and experience of key staff proposed for the contract, in accordance with the SECTION VII - Scope of Work and Schedule – annex “C” - Schedule of Requirements of Cleaning Personnel.</p> <p>Please complete the Schedule C given in Section – III.</p>

	<p style="text-align: center;"><b>and,</b></p> <p><b>EPF and ETF Compliance,</b></p> <p><b>The Completed EPF and ETF Payments:</b> Payments for the last 12 months (2<sup>nd</sup> half of 2024 and 1<sup>st</sup> half of 2025) will be checked for evaluation.</p> <p>The bidder’s EPF and ETF contributions for cleaning staff, as per the Schedule C given in Section – III the last twelve (12) months (2<sup>nd</sup> half of 2024 and 1<sup>st</sup> half of 2025) shall be verified.</p> <p>Failure to submit complete and verifiable EPF/ETF documentation may result in disqualification.</p> <p><b>(E) Work plan and methodology</b></p> <p>Executive summary providing the methodology to achieve the end goal, procedures and processes to provide the scope of services. Briefly describe the firm’s procedures and processes for following key elements.</p> <ol style="list-style-type: none"> <li>I. Cleaning of areas</li> <li>II. System for tracking complaints from clients and poor performance areas</li> <li>III. The products (chemicals etc.) need to be used.</li> <li>IV. Equipment to be used.</li> <li>V. Managing quality of services offered.</li> <li>VI. Work plans to be performed weekly, monthly and annually.</li> </ol> <p><b>(F) list of major items of equipment proposed to carry out the Contract.</b></p> <p>Provide the Five (5) Equipment / tools to be used in this line of work (Proof or evidence of ownership – Invoice or leasing agreement. If any Import of Chemical or other materials Only for use on site (Attached of Airwaybill / Bill of lading, commercial invoice, Packing list , CUSDEC)</p> <p>The documents submitted under Sections (E) and (F) shall be evaluated for completeness and compliance with the CLTMC requirements. Only bidders who fully comply with all requirements and provide adequate supporting documentation will be considered <b>Fully Compliant</b> and will qualify for further evaluation and progression to the next stage of the procurement process.</p>
	<p><b>20.6 Financial Evaluation</b></p> <p>Factors to be considered for evaluation</p> <ol style="list-style-type: none"> <li>1. Auditors opinion / qualification of Company Financials</li> <li>2. Revenue trend - Diversity of client base, to avoid overdependence on one or two clients</li> <li>3. Gross Profit Margin - ability to manage direct costs like salaries, uniforms, training and consistency of recorded profits.</li> <li>4. Liquidity Position -Current Ratio (Current Assets / Current Liabilities) and the ability to pay salaries on time (critical for 15 staff deployment)</li> </ol>

	5. Cash Flow Considerations - Ability to handle minimum 3 months payroll without client payments
	<p>Failure to submit audited financial statements for the past three years (03) from the year 2025/2024,2024/2023,2023/2022 &amp; shall result in rejection of the bid.</p> <p>Both the rates quoted in the Price Schedule and the rates quoted for additional cleaning personnel shall be considered for the evaluation of bids.</p>
25.1	<b>25.1</b> The performance Security acceptable to the Colombo Lotus Tower Management Company (Pvt) Ltd shall be an unconditional and on demand form of guarantee to an amount 10% of the contract price from a Central Bank approved commercial bank operating in Sri Lanka. The Performance Security shall be valid throughout the contract period and for an additional 28 days thereafter
27.1	27.1 Advance Payment is not applicable

DO NOT COPY

**OTHER TERMS & CONDITIONS**  
**CLEANING SERVICE**  
**FOR THE COLOMBO LOTUS TOWER**

**1. GENERAL**

- i. Bids are invited by the Chairman, Major Procurement Committee of the Colombo Lotus Tower Management Company (Pvt.) Ltd (CLTMC) for providing Cleaning And Maintenance Services For Garden, Walking Path, Car Park Area for Colombo Lotus Tower Management Company (Pvt) Ltd for the following building and premises.
  - (1) The Colombo Lotus Tower outside Premises
  - (2) Garden Area
  - (3) Carpark area ( Garbage Location)
  - (4) Walking path area from Vahala Street towards Townhall
- ii. The Bidder should be a firm registered with the Provincial Council / Divisional Secretariat/ Registrar of the Companies.
- iii. 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.
- iv. The Bidder should be able to provide services as mentioned in the Client's Requirements and corresponding Price Schedule.
- v. The Chief Executive Officer of CLTMC may for reasons, which appear to him as sufficient, give notice in writing of his objection to the employment by the contractor of any person or persons specified in such notice and no such person shall be employed by the contractor on receipt of such notice for services under this Contract.
- vi. All financial and stamp fees for the preparation of the contract shall be borne by the successful Bidder as applicable.
- vii. The deployment of Cleaning Services will be coordinated by Assistant Admin Manager of CLTMC.
- viii. The Manager/Assistant Manager - Admin of CLTMC will coordinate the deployment of above Services. 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.
- ix. The service shall be provided for eight (08) hours per day under the General Shift, including a two (02) hour break period. Any additional duty hours required beyond the scheduled shift shall be performed only with the prior approval of the Contract Administrator. All work on the Facilities General day shift shall be performed between 7.00 a.m. and 5.00 p.m including 2-hour break time as per the annex D shift scheduled. Any additional hours of service required beyond the scheduled shift hours shall be treated as overtime and shall be charged at the agreed overtime rate, subject to prior approval of the Manager/Assistant Manager – Admin.

- x. The Work Plan, including the detailed Understanding of Work and Methodology submitted under Section 20 by Category (E ) during the technical evaluation stage, shall form an integral part of the Contract and shall be strictly adhered to throughout the Contract Period. Failure to implement and maintain the approved Work & Methodology during the Contract Period shall result in a penalty of 10% deduction from the respective month's invoice. In the event of repeated non-compliance, the Employer reserves the right to issue a formal warning and, if the non-compliance continues, to terminate the Contract in accordance with the termination provisions.
- xi. 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.
- xii. Daily attendance figures for the General shift and Additional hour duty shift will be registered to Fingerprint system, and any new personnel deployment requests must be informed at least two (2) working days in advance. And only new deployments during working days (Monday to Friday) will be permitted. All requests for attendance reports must be made only once per month via email, and a summary of the attendance report will be provided within three (3) working days via a return email.
- xiii. All the Recruitment are carried out by the service provider with check on the background and knowledge of work. The deployment should have to send to contract Administrator via email with required details information of new employees.
- xiv. The recruitment or deployment of former Company employees, or individuals who previously worked for other service providers at the Colombo Lotus Tower premises, is strictly prohibited. Access to the site may be granted only under exceptional circumstances and solely at the discretion of the Contract Administrator, subject to a formal assessment of past employment history and performance.
- xv. 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 established areas. 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.
- xvi. 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.
- xvii. The contractor should 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.

- xviii. 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. All Contractors, any subcontractors, supervisors and cleaning staff must wear company-identifying uniforms and proper clothing in order to cover the entire body. The uniform should be approved by the Chief Executive Officer of CLTMC and those should be supplied by the successful bidder. Shorts and/or muscle shirts shall not be worn at any time. In addition, appropriate personal injury protective devices shall be worn when operating any powered equipment.
- xix. The successful bidder has to provide authorized identification cards to the cleaning 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.
- xx. The successful bidder shall submit separate files containing copies of the personal details of all employees and supervisors to the CLTMC - Administrative Division Office 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.
- xxi. The Contract Administrator will identify and notify the Contractor about any materials that CLTMC intends to keep or reuse (salvage). Once identified, the Contractor must not dispose of these items as waste. Instead, the Contractor must place or deliver the marked materials to a designated location either a central collection point for CLTMC's salvage use or any other location specified by the Contract Administrator
- xxii. 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.
- xxiii. The possession, use, distribution, or being under the influence of alcohol, illegal drugs, or any intoxicating substances is strictly prohibited within the site premises. If any employee of the Contractor is found to be in possession of, using, or under the influence of alcohol or drugs while on duty or within the site, such individual shall be immediately removed from the site. The Contractor shall be required to replace the individual without delay and may be subject to further action in accordance with the Contract provisions.
- xxiv. 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.
- xxv. 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.
- xxvi. All staff once deployed at the Colombo Lotus Tower premises should not be removed or transferred without giving at least one-week notice to CLTMC.

xxvii. A list giving full names, home addresses, Grama Niladhari Certificate, Police Report (Grama Niladhari & police reports to be submitted once in six (06) months and copy of National Identity card of the employees deployed for Cleaning services should be furnished together with changes, if any, from the time to time. The Chief Executive Officer will have the right to request discontinuance of any employee for misbehavior and bad conduct whilst on duty. Such an employee must be removed forthwith by the company satisfactory replacement shall be made on such approval.

xxviii. Monthly bills should be submitted to the Chief Executive Officer (CLTMC) for the payment before the Ten (10) day of the following month and the Chief Executive Officer shall affect the payment within fourteen (14) working days. Payments to be made for the work done duly by the Assistant Admin Manager, Chief Executive officer's representative.

**2. WAGES OF EMPLOYEES**

The successful Bidder shall pay at least the labour wages complying with the Labour Department rates published by the Department of Labour.

The contract price shall be firm and fixed throughout the contract period. Any increase in labour wages, EPF/ETF contributions, or other statutory payments imposed by the Government after contract award shall be borne by the Contractor and no additional payment shall be made by CLTMC beyond the agreed contract amount.

**3. SUB-LET OF CONTRACT**

The successful Bidder may not sublet or assign the contract without the authority of the Chief Executive Officer of Colombo Lotus Tower Management Company (Pvt.)Ltd of Sri Lanka who also reserves to himself the right to refuse to recognize a Power of Attorney issued by a Contractor to any person authorizing such person to carry out the contract on the Contractor's behalf.

Date:- .....

I/we have examined the conditions laid down above.

.....Signature of Bidder / Bidders

Date:- .....

### SECTION III

## Form of Bid, Qualification Information, Letter of Acceptance, and Form of Contract

### Form of Bid

[date]

To : Director/Chief Executive Officer  
Colombo Lotus Tower Management Company (Pvt) Ltd

Having examined the bidding documents, we offer to provide Cleaning Service in accordance with the Conditions of Contract, Client's Requirements, drawings and activity schedule accompanying this Bid for the annual Contract Price of Rs.....[amount in numbers].....

[amount in words].....or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature :- .....

Name and title of Signatory :- .....

Name of Bidder :- .....

Address :- .....

## Qualification Information

### Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary.

### SCHEDULE A

#### Experience in Similar Assignments last Five years (05) 2021 to 2025 (Qualification and Experience Information)

Name of the Employer	Public	Private	Service provided Period (from - to)	No of years	Nature of Work	Contract Amount per year (Rs.)	Date of Award

**Include only the relevant form as selected under Clause 20.2 of Bidding Data.**

Submitted by .....  
Bidder's name and signature

Designation : .....



**Schedule C – Staff**  
(If requested under ITB clause 20.2 of the section II)  
(Qualification and Experience Information - 2025)  
(Please attach separate sheet)

Name	NIC No.	Qualification	Experience	EPF No.

DO NOT COPY

**Letter of Award**  
(Letterhead paper of the Employer)

..... May 2026

To: [Bidder Name]  
[Address of the Bidder]

**CLEANING SERVICE FOR COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD**  
**PROCUREMENT NUMBER - CLT/S/SER/RFB/26/09**

We refer to your Bid dated.....on the above. We are pleased to inform you that the Chairman, Major procurement Committee, Colombo Lotus Tower Management Company (Pvt.) Ltd has decided to award the same contract to your company. However, the contract will be subject to an observation/probation period of **three months commencing from** ..... The contract will be extended up to one year based on the satisfactory performance during the said observation/probation period. Monthly contract sum is **Rupees** ..... (**Rs.** ..... ) excluding VAT.

The award of this contract is subject to the followings.

**1) Performance Bond**

You are requested to provide a Performance Bond (Rs. ....) for a value of 10% of the total contract sum from a Commercial Bank operating in Sri Lanka within 14 days (.../.../2028) for the validity of 28 days beyond the contract period (.../.../2028.)

**2) Payment**

Monthly Payments for Routine Services

1. Colombo Lotus Tower Rs. .... (Excluding VAT)

**3) Deduction of Unsatisfactory Labour Attendance**

Contractors are strictly advised to maintain the specified crew and bid amount must be calculated on the assumption that the required number of cleaning guards will be working regularly. The following penalty structure will apply in case of absenteeism among the Cleaning crew:

- If the number of absentees is less than five (5) from the recommended cleaning crew for a given shift, a **50% penalty** will be deducted from the daily wage of each absent person.
- If the number of absentees is between six (6) and ten (10) from the recommended cleaning crew for a given shift, a **75% surcharge** will be applied to the daily wage of each absent person.
- If the number of absentees exceeds ten (10) from the recommended cleaning crew for a given shift, a **100% surcharge** will be applied to the daily wage of each absent person.

**4) Program of Work**

A Program of Work shall be submitted within 14 days after receipt of this letter of award.

**5) Contract Agreement**

You will be required to enter in to a Contract Agreement before ..... which will be drawn up by the client.

Unless and until the contract Agreement is signed the above specific conditions are applicable and this letter of award will form a binding contract between the Colombo Lotus Tower Management Company (Pvt.) Ltd of Sri Lanka and (...Name of Bidder ...)

**6) Confirmation of acceptance**

You are here by requested to confirm your acceptance of this letter of award by returning to us a copy of the same duly signed by you.

**Chief Executive officer**

**Colombo Lotus Tower Management Company (Pvt.) Ltd**

We have read and understood the contents of this letter of intent and agreed to abide by the conditions therein.

Signature :- .....

Date:-.....

## Form of Contract Agreement

This CONTRACT (hereinafter called the "Contract" is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Client") and on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

### WHEREAS

- (a) The Client 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 "Services");
- (b) The Service Provider, having represented to the Client that they have the required skills, and personnel and resources, have 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
  - (d) The Priced Activity Schedule
  - (e) The Client's Requirements
  - (f) The following Appendices: [ *Note: If any of these Appendices are not used, the words "Not used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*]

Appendix A : Description of the Services

Appendix B : Schedule of Payments

Appendix C : Key Personnel

Appendix D: Breakdown of Contract Price

Appendix E : Services and Facilities Provided by the Client

- 2. The mutual rights and obligations of the Client 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 Client 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 [name of Client]

---

[Authorized Representative]

For and on behalf of [name of Service Provider]

---

[Authorized Representative]

## Section IV Conditions of Contract

The following specific data for the service to be provided shall complement, supplement, or amend the provisions in the Condition of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in Conditions of Contract.

### 1. General Provisions

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;</p> <p>(b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Client</p> <p>(c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.2;</p> <p>(e) “Client” means the party who employs the Service Provider</p> <p>(f) “Party” means the Client or the Service Provider, as the case may be , and “ Parties” means both of them;</p> <p>(g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;</p> <p>(h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Client;</p> <p>(i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Client</p> <p>(j) “Client’s Requirements” means the Client’s Requirements of the Service included in the bidding document submitted by the Service Provider to the Client</p> <p>(k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Client’s Requirements and Schedule of Activities included in the Service Provider’s Bid.</p>
<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
<b>1.3 Language</b>	This Contract has been executed in English Language.

<b>1.4. Notices</b>	Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
<b>1.5. Location</b>	The Service shall be performed at such locations as are specified in Appendix A, in the Client's Requirements and, where the location of a particular task is not so specified, at such locations, as the Client may approve.
<b>1.6 Authorized Representatives</b>	Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the Contract Data.

## 2. Commencement, Completion, Modification and Termination of Contract

<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
<b>2.2 Starting Date</b>	The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date a may be specified in the Contract Data.
<b>2.3 Intended Completion Date</b>	Unless terminated earlier pursuant Clause 2.6, the Service Provider shall complete the activities by the intended a completion date as is specified in the Contract Data. If the Service Provider does not complete the activities by the intended completion date, it shall be liable to pay liquidated damage as per sub-Clause 3.8. In this case, the completion date will be the date of completion of all activities.
<b>2.5 Force Majeure</b> <b>2.5.1 Definition</b>	For the purposes of this Contract (Force Majeure) means and event which is beyond the reasonable control of a party and which makes a party's performance of its obligation under the Contract impossible or so impractical as to be considered impossible under the circumstances.
<b>2.5.2 No Breach of Contract</b>	The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be breach of , or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.
<b>2.5.3 Extension of Time</b>	Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

<p><b>2.5.4. Payments</b></p>	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
<p><b>2.6 Termination</b></p> <p><b>2.6.1 By the Client</b></p>	<p>The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;</li> <li>(b) if the Service Provider become insolvent or bankrupt;</li> <li>(c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the services for a period of not less than sixty (60) days; or</li> <li>(d) If the service provider does not maintain a Performance Security in accordance with Clause 3.9;</li> <li>(e) If the service provider has delayed the completion of the services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with sub clause 3.8.1 and the Contract data;</li> <li>(f) if the Client, in its sole discretion, decides to terminate this Contract.</li> </ul>
<p><b>2.6.2. By the Service Provider</b></p>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2 :</p> <ul style="list-style-type: none"> <li>(a) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payments is overdue; or</li> <li>(b) if, as the result of Force majeure, the Service Providers are unable to perform a material portion of the Service for a period of not less than fifty six (56) days.</li> </ul>

<b>2.6.3 Payment upon termination</b>	<p>Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service provider.</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.</p> <p>(b) except in the case of termination pursuant to paragraphs(a) , (b), (d), (e) of Clause 2.6.1. reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>
---	--

### 3. Obligations of the Service Provider

<b>3.1 General</b>	<p>The Service Providers shall perform the services in accordance with the Client’s Requirements and the Activity Schedule and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Subcontractors or third parties.</p>
<b>3.3 Confidentiality</b>	<p>The Service providers, their Subcontractors and the Personnel of either of them shall not disclose either during the term or within two (2) years after the expiration of this, any proprietary or confidential information relating to the project the service, this contract, or the Client.</p>
<b>3.5 Service Providers’ Actions Requiring Clint’s prior Approval</b>	<p>The service Providers shall obtain the Client’s Prior approval in writing before taking any of the following actions</p> <p>(a) Entering into a subcontract for the performance of any part of the Service</p> <p>(b) Appointing such member of the Personal not listed by name in Appendix C (“Key Personal and Subcontractors”).</p> <p>(c) Changing the Program of activities; and</p> <p>(d) Any other action that may be specified in the Contract Data.</p>
<b>3.6 Reporting Obligations</b>	<p>The Service Providers shall submit to the Client the reports and documents specified in Appendix B in the form in the numbers, and within the periods set forth in the said Appendix.</p>
<b>3.7 Documents Prepared by the Service providers to be the Property of the Client</b>	<p>All plans, drawings, Client’ Requirements designs, and other documents and software submitted by the Service providers in accordance with Clause 3.6 shall become and remain the property of the Client, and the service providers shall not later than upon termination or expiration of this contract, deliver all such document and software to the Client, together with a detailed inventory thereof. the service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.</p>

<p><b>3.8 Liquidated Damages</b></p> <p><b>3.8.1 Payments of Liquidated Damages</b></p>	<p>The Service provider shall pay liquidated damage to the Client at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider Payment of liquidate damages which will not affect the service Provider’s liabilities.</p>
<p><b>3.8.2 Correction for over Payment</b></p>	<p>If the intended completion date is extended after liquidated damages have been paid, the Client shall Correct any over payment of liquidated damages by the Servicers Provider by adjusting the next payments certificates. The Service Provider shall be paid interest on the over payments, calculated from the dated of the payments to the date of repayments, at the rate specified in close 6.5</p>
<p><b>3.9 Performance Bond</b></p>	<p>The service provider shall provide the performance Bond to the Client no later than the date specified in the letter of acceptance the Performance Bond shall be issued to a sum of 5% of the total Contract sum and from and by a bank acceptable to the Client. Performance Cleaning should be initially for 400 days valid from the date of acceptance and subjected to be extended to another 365 days in case of extension of contract.</p>

**4. Service Provider’s personnel**

<p><b>4.1 Description of Personnel</b></p>	<p>The titles agreed job description, minimum Qualifications, and estimated period of engagement in the carrying out of the Service of the Service providers Key Personnel are described in Appendix C. The Key Personal and subcontractor listed by title well as by name in Appendix C hereby approved by the Client.</p>
<p><b>4.2 Removal and/or Replacement of Personnel</b></p>	<p>(a) Except as the Client may otherwise agree, no changes shall be made in the key Personal. If for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personal, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Client finds that any of the Personal have (i) committed Serious misconduct or have been charged with having committed a Criminal action or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personal, then the Service Provider shall, at the Client’s written request specifying the grounds there of provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and /or replacement of personal.</p>

## 5. Obligation of the Client

<b>5.1 Assistance and Exemptions</b>	The Client shall use his best efforts to ensure that the Government shall Provide the Service Provider such assistance and exemptions as Specified in the SCC.
<b>5.2 Change in the Applicable Law</b>	If, after the date of this Contract, there is any change in the applicable Law With respect to taxes and duties which increase or decrease the cost of Services rendered by the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the parties , and corresponding adjustment shall be made to the amount referred to in clauses 6.2 ( a) or (b), as the case may be
<b>5.3 Service and Facilities</b>	The Client shall make available to the Service Provider the Service and Facilities listed under appendix F.

## 6. Payment to the Service Provider

<b>6.1 Lump-Sum Remuneration</b>	The Service Provider’s remuneration shall not exceed the Contract price and shall be affixed lump-sum including all subcontractors' costs, and all other costs incurred by the service providers in carrying out the service described In Appendix A. Except as provided in clause 5.2 the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.
<b>6.2 Contract price</b>	The Contract price is the price to be paid per annum for the performance of Services.
<b>6.3 Payments for Additional Service ,and Performance Incentive Compensation</b>	6.3.1. For the purpose of determining the remuneration due for additional Service as may be agreed under clause 2.4, a breakdown of the lump-sum price provided in Appendices D.
<b>6.4 Terms and Conditions of Payments</b>	Payment will be made to the Service provider and according to the schedule stated in the contract Data. Unless otherwise stated in, the correct Data, first payment shall be made against the provision by the service provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after the conditions submitted an invoice to the Client specifying the amount due.
<b>6.5 Interest on Delayed Payments</b>	If the Employer has delayed payments beyond fifteen (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

## 7. Quality Control

<b>7.1 Identifying</b>	The Client shall check the Service Provider's performance and notify him of Defects any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
<b>7.2 Correction of and Performance Penalty</b>	a) The Client shall give notice to the Service Provider of any Defects before <b>Defects, and</b> the end of the Contract. The Defects liability period shall be extended for as <b>Lack of</b> long as Defects remain to be corrected.  b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Client's notice.  c) If the Service Provider has not corrected a Defect within the time specified in the Client's notice, the Client will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Clause 3.8.

## 8. Settlement of Disputes

<b>8.1 Amicable Settlement</b>	The Parties shall use their best efforts to settle amicably all disputes arising out of or in correction with this Contract or its interpretation
<b>8.2 Dispute Settlement</b>	8.2.1 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was no settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.  8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.  8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

## SECTION V.

### Contract Data

The following specific data for the service to be purchased shall complement, supplement, or amend the provisions in the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in Conditions of Contract.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The addresses are: <b>Employer:</b> Colombo Lotus Tower Management Company (Pvt) Ltd. Attention: Procurement Manager Tele: 0743 905 564 / 0112 108 300
1.6	The Authorized Representatives are: <b>For the Employer:</b> Any further information that may be required by the Bidders can be obtained from the <b>Procurement Manager</b> of the Colombo Lotus Tower Management Company (Pvt.) Ltd on telephone number <b>074 390 5564</b> .
2.3	The Intended Completion Date is <b>31<sup>st</sup> July 2028</b> .
2.6.1	The employer may terminate this Contract, by not less than Sixty (60) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (f):
2.6.2	The Service Provider may terminate this Contract, by not less than Sixty. (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2 :
3.8.1 Payments of Liquidated Damages	Liquidated Damages- Not Applicable
6.4	The Service Provider shall submit the monthly invoice together with all supporting documents within ten (10) calendar days of the succeeding month. Payments shall be processed within fourteen (14) days from the date of receipt of a complete and valid monthly invoice. The final payment (End of the Contract) shall be made within sixty (60) days from the date of receipt of the final invoice.

7.2	<p>Contractors are strictly advised to maintain the specified crew and bid amount must be calculated on the assumption that the required number of cleaning guards will be working regularly. The following penalty structure will apply in case of absenteeism among the cleaning crew for the Per day:</p> <ul style="list-style-type: none"><li>• If the number of absentees is less than five (5) from the recommended cleaning crew for a given shift, a <b>50% penalty</b> will be deducted from the daily wage of each absent person.</li><li>• If the number of absentees is between six (6) and ten (10) from the recommended cleaning crew for a given shift, a <b>75% surcharge</b> will be applied to the daily wage of each absent person.</li><li>• If the number of absentees exceeds ten (10) from the recommended cleaning crew for a given shift, a <b>100% surcharge</b> will be applied to the daily wage of each absent person.</li></ul>
-----	--

DO NOT COPY

## **SECTION VI.**

### **CLIENT'S REQUIREMENTS**

#### **THE BIDDER SHOULD ALSO COMPLY WITH THE FOLLOWING CONDITIONS:**

1. The service shall be 8 hours per day General Shift with 2 hours break time of Duty except as otherwise agreed upon by the Contract Administrator, all work on the Facilities General day shift shall be performed between 7.00 a.m. and 5.00 p.m including 2-hour break time. as per the annex D shift scheduled. Any additional hours of service required beyond the scheduled shift hours shall be treated as overtime and shall be charged at the agreed overtime rate, subject to prior approval of the Manager/Assistant Manager – Admin.
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 person 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.
3. The firm undertaking the contract should provide All chemicals, tools, equipment, machinery and any other items according to annex 'A' All chemicals which are used for cleaning purposes must be approved by the Ministry of Health and must be recognized brands of the Sri Lankan market or should be approved by the EC of the CLTMC. All the monthly required Material items should needs provide before 10<sup>th</sup> of Calander Month. If any delay or failure results 10% of the monthly bill value relevant month will be deducted as a penalty. All Related documents and all the chemicals must be produced for the Manager/Assistant Manager - Admin of CLTMC and must get approval before use.
4. All tools, power tools and other equipment shall always be in a usable condition, and all the tools, equipment, and machinery should be kept at the given place in the Lotus Tower premises.
5. The provision and maintenance of the required fuel (Petrol/Diesel) shall be the responsibility of the bidder. If the required fuel is not available on-site, a penalty equivalent to 5% of the monthly bill value, prior to other deductions, shall be imposed for the relevant month due to failure to ensure the availability of tools, power tools, equipment, chemicals, and related resources.
6. Tools, power tools, and other equipment with the working condition mentioned in annex 'A' will periodically be checked by the authorized persons and 5% of the monthly bill value before other deductions 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 and Chemical.
7. In case of a sudden breakdown of a tool, power tool, or other equipment should be informed the Manager/Assistant Manager - Admin 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 monthly bill value before other deduction value for the relevant month will be deducted as a penalty.
8. The successful Bidder shall deploy permanent staff, including both workers and supervisors, in accordance with the requirements specified in Annex "C". The deployed personnel shall not be changed without prior approval. Details of all workers and supervisors shall be submitted to the Manager/Assistant Manager – Admin for review and approval. Only personnel who have

received such approval shall be permitted to enter the premises. Each worker or supervisor shall serve on site for a minimum period of one (01) month before being eligible for replacement. If the Contractor intends to replace or remove any worker or supervisor, prior written notification and approval must be obtained from the Manager/Assistant Manager – Admin of CLTMC. In the event of a change of Supervisor, the outgoing Supervisor shall provide a minimum of three (03) days of on-site training to the incoming Supervisor to ensure a proper handover. During this training period, payment shall be made for only one Supervisor. CLTMC reserves the right to increase or decrease the total workforce requirement by up to twenty-five percent (25%) with a minimum of two (02) weeks' prior notice. If the workforce requirement exceeds this 25% threshold, additional worker charges shall apply as per the agreed rates.

9. The Bidder shall maintain the number of staff strictly in accordance with the requirements specified in Annex "C". Failure to maintain the required staffing level shall result in a penalty as following :
  - If the number of absentees is less than five (5) from the recommended Cleaning crew for a given shift, a **50% penalty** will be deducted from the daily wage of each absent person.
  - If the number of absentees is between six (6) and ten (10) from the recommended cleaning crew for a given shift, a **75% surcharge** will be applied to the daily wage of each absent person.
  - If the number of absentees exceeds ten (10) from the recommended cleaning crew for a given shift, a **100% surcharge** will be applied to the daily wage of each absent person.
10. The Bidder shall also perform the services in accordance with the approved Work Plan and Work Schedule (Scope of Work). The work carried out shall be subject to periodic inspections by authorized Inspectors, and the findings shall be reported to the Admin Division. Any failure to comply with the Scope of Work or to maintain the required standard of performance shall be recorded in the inspection report. An Inspector's report indicating unsatisfactory performance shall result in a 10% deduction from the monthly invoice value, prior to any other applicable deductions for that month. Monthly payments shall be released only upon satisfactory completion of the monthly Scope of Work and acceptance of the services by the Admin Division.
11. All staff deployed for cleaning services should be within the age limit of 22-60 years. They should possess at least 01 years of experience in similar services in a recognized institution. They should be pleasant and clean people, 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 competence of the personnel to be deployed as cleaning staff. (Both workers and Working Supervisors).
12. The Service Provider shall ensure that all cleaning chemicals, disinfectants, and equipment are used strictly in accordance with the manufacturer's instructions, industry best practices, and applicable health, safety, and environmental standards.
13. The Service Provider shall maintain the required service quality and hygiene standards throughout the contract period and shall rectify any non-compliance identified by the Client without additional cost.

14. The Chief Executive Officer or his authorized officer will have the authority to request the discontinuance of any worker or supervisor for misbehavior and bad conduct whilst on duty. Such a worker or a supervisor must be removed forthwith by the Bidder, and a satisfactory replacement shall be made within 24 hrs.
15. CLTMC will not undertake any responsibility/ Insurance cover of employees of the successful bidder. Successful bidders should take necessary actions on the above matter.
16. At the end of the contract period, the Contractor shall hand over the premises to the Client in the same condition as recorded at the initial handover, subject to fair wear and tear. The Contractor shall ensure that all assigned areas are properly cleaned, cleared, and maintained to a satisfactory standard at the time of handover. If the Contractor fails to hand over the premises in an acceptable and satisfactory condition, the CLTMC reserves the right to undertake the necessary rectification work at the Contractor's cost. Such failure shall constitute a breach of contract, and the CLTMC shall be entitled to forfeit the Performance Bond, either partially or fully, to recover the cost of restoration and any associated damages.
17. CLTMC reserves the right to terminate the Cleaning Service Contract with Sixty (60) days' notice effect under the following conditions:
  - 17.1 Failure to comply with the contractual obligations, service standards, safety regulations, or operational requirements stipulated by CLTMC.
  - 17.2 Repeated negligence, misconduct, poor performance, Continues absenteeism, or non-compliance by the service provider or deployed staff.
  - 17.3 Failure to rectify the issues highlighted in warning letters, notices, or corrective action requests within the stipulated time frame provided by CLTMC.
  - 17.4 Unauthorized absence of manpower, insufficient staffing, or failure to maintain the required service levels continuously.
  - 17.5 Any act causing reputational damage, security concerns, operational disruption, or financial loss to CLTMC.
  - 17.6 Violation of statutory regulations, labour laws, confidentiality requirements, or health and safety standards applicable to the service.
18. Contractor shall withdraw from or terminate the Contract without providing at least Sixty (60) days prior written notice to the Client. Failure to comply with this notice requirement shall constitute a material breach of the Contract and may result in the application of contractual remedies and damages as permitted under the Contract and applicable law.

**Chemical, Tools and Machinery requirements**

**Cleaning And Maintenance Services For Garden, Walking Path, Car Park Area for Colombo Lotus Tower Premises.**

**Chemicals (Monthly Requirement)**

S/NO	ITEM	UNIT	QTY
1	Bleaching Powder (SLS and Health Ministry Certified)	Kg	07
2	Detergent Cleaner (SLS and Health Ministry Certified)	Kg	03
3	All-purpose Cleaning liquid (SLS and Health Ministry Certified)	Liters	04
4	Stainless Steel Cleaner (SLS and Health Ministry Certified)	Liters	2
5	Fertilizer (Yaramila) 1kg packs (SLS Certified)	KG	05
6	Compost (20 kg bags) (SLS Certified)	KG	03
7	Garbage Bags (Jambo Size) Black	Nos	1500
9	Firecrackers (100 Nos Packets)	Pack	05
10	Weed & Grass Killer	Liters	10

**Tools (Below mentioned amounts should be continuously maintained Monthly )**

S/N	ITEM		QTY
1	Rubber Glouse (Pair)	Nos	20
2	Outdoor Plastic Broom with Stick	Nos	10
3	Blue Color Mop with Handle	Nos	02
4	Micro Fabric (Blue)	Nos	05
5	Normal Fabric	Nos	05
6	Floor Scrubbing Brush	Nos	05
7	Dust pans outdoors with a long handle (Green / Yellow)	Nos	10
8	Ekel Broom	Nos	30
9	Sponge/Scouring Pad	Nos	10
10	Floor Wiper (Two Color )	Nos	06
11	Plastic Garden Rake with handle	Nos	10

**Note:-** The cleaning service provider must submit a list of materials for approval before the contract begins. Any modifications or changes made later must be reported to the Admin Department. If any monthly use item becomes damaged or unusable within the same month, the replacement cost shall be borne by the Service Provider.

**Machinery & Equipment (Below mentioned machinery should be maintained continuously for Annual)**

S/NO	ITEM	UNIT	QTY
1	Pool vacuum	Nos	1
2	Machete Knife (Manna Knife)	Nos	2
3	Water Sprinkles	Nos	10
4	Mamoty (8-10 inch)	Nos	2
5	High-Pressure Washer	Nos	2
6	Outdoor Sign Boards	Nos	05
7	Extension Power Coad (100 M)	Nos	2
8	Garbage Trolley (Wheel Cart)	Nos	3
9	Crowbar	Nos	02
10	Step Ladder 7 Feet (Steel/Aluminum)	Nos	01
11	Step Ladder 10 Feet (Steel/Aluminum)	Nos	02
12	Garden Rake with handle	Nos	05
13	Wheelbarrow	Nos	02
14	Gum Boots (Pair)	Nos	10
15	Spray Bottles	Nos	05
16	Extension Pole 10m	Nos	02
17	Garden House 100 M	Nos	04
18	Gardening Trimming Scissor (Size -15")	Nos	03
19	Gardening Pruning Scissor (Size -8")	Nos	03
20	Pruning Saw (Secateurs)	Nos	03
21	Hedge shears	Nos	03
22	Trowel	Nos	03
23	Hand Weeder	Nos	03
24	Shovel (D- Handle, Digging)	Nos	02
25	Shovel (D- Handle, Flat end)	Nos	02
26	Bush Cutter	Nos	03
27	Blue Mop Bucket	Nos	02
28	Tree Trimer	Nos	02

## SECTION VII

### Scope of Work and Schedule

**Annex “B”**

#### **SCOPE OF WORKS - CLEANING AND MAINTENANCE SERVICES FOR GARDEN, WALKING PATH, CAR PARK AREA FOR COLOMBO LOTUS TOWER PREMISES.**

Cleaning the Maintenance the Area of Main Entrance Gate , Garen Area , Gate A , Gate B , Gate C , Gate D , Circular Pond , Aqua bay Area , Walking Path from Vauxhall Street towards Townhall, Main Garbage, Carpark Area.

<b>TO BE ATTENDED ONCE IN A MONTH</b>	<b>TO BE ATTENDED ONCE A WEEK</b>	<b>TO BE ATTENDED DAILY</b>
<p>Maintaining and fertilizing the plants and other Fauna and flora in relevant areas.</p> <p>Removing unnecessary plants, cutting and removing tree branches, if necessary.</p> <p>Cutting, sweeping and removing grass and weeds.</p> <p>Using weedicides if necessary.</p> <p>Cleaning the Large Pond in front entrance</p>	<p>Weeding and using pesticides, if necessary.</p> <p>Deep Cleaning and maintaining the Main entrance and Exit Gate A,B,C,D, Aqua bay Area</p> <p>Cleaning and maintaining the main entrance, Pond area.</p> <p>Polishing the Stainless-Steel bar</p> <p>Removing Crow nest from the tree</p>	<p>Maintaining the Main Entrance, Main Entrance, Walking Path, Aqua Bay , Carpark Area , Main Garbage Area and surrounding area by watering the plants.</p> <p>Maintaining the plants and surrounding area of the Main Entrance, Carpark Area , Circular Pond, Walking path ,Aqua bay Area by watering the plants and other fauna and flora in relevant areas, removing unnecessary plants, cutting and removing tree branches, if necessary. Sweep the surrounding area if necessary.</p> <p>Cleaning, sweeping, collecting and removing trash, debris and garbage from all the roads. (Garbage collecting bags should be provided by the bidder).</p> <p>Washing and Cleaning of Main Garbage after disposal of Garbage</p> <p>Cleaning and maintenance of all seating arrangements within the related areas. Washing the garbage bins and making them ready to use.</p> <p>Washing the roads and other areas when requested by the CLTMC.</p> <p>Cleaning and maintaining the Circular Pond.</p> <p>Collecting &amp; Removal of trash, debris and other garbage from CLTMC premises upon request.</p> <p>Sorting of garbage collecting from the relevant area and handing over the garbage disposal building of CLTMC</p> <p>Expulsion of nuisance animals like dogs, crows from the company premises.</p>

**Schedule of Requirements of Cleaning Personnel**

**Requirement of the shifts for Cleaning And Maintenance Services For Garden, Walking Path, Car Park Area For Colombo Lotus Tower Premises.**

**Requirement of the Workers**

**General Shift - 08 Hours**

Weekdays & Weekends - From 7 AM to 5 PM - workers – 14

Male – 08

Female – 04

Team Leader – 02

Any additional hours of service required beyond the scheduled shift hours shall be considered overtime and shall be charged at the agreed overtime rate, subject to prior approval by the Client/Authorized Officer.

DO NOT COPY

**Total Price Schedule**

Price schedule for providing cleaning services for the following areas;

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (EXCLUDING TAXES) for Month	AMOUNT (EXCLUDING TAXES)
1.	Providing services as described in Annex-A Per Month including Labour, Material and other charges	Month	24		
2.	<b>Total Contract Amount (Excluding VAT)</b>				
3.	<b>SSCL (If Applicable)</b>				
4.	<b>18% VAT (If Applicable)</b>				
5.	<b>Grand Total (with SSCL &amp; VAT)</b>				

Total Bid Amount per month (in words):-

.....

Total Bid Amount (without VAT) (in words):-

.....

**Signature** :- ..... **Date** :- .....

**Rates for Additional Personal Service Requirements**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (EXCLUDING TAXES) for Month	AMOUNT (EXCLUDING TAXES)
1.	Supply of Additional Cleaning Service personnel (Male) on request	Person	500		
2.	Supply of Additional Cleaning Service personnel (Female) on request	Person	500		
3.	Charges for Over Time (provide the Janitor Rate and working Supervisor/ Team leader Rate	Hour	01		
Total Contract Amount (Excluding VAT)					
SSCL (If Applicable)					
18% VAT (If Applicable)					
Grand Total (with SSCL & VAT)					

**Additional details are required for the evaluation of the Monthly Invoice.**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (EXCLUDING TAXES)
1.	Supply of Cleaning Service Personal (Male)	8 hrs. Shift	1	
2.	Supply of Cleaning Service Personal (Female)	8 hrs. Shift	1	
3.	Supply of Cleaning Service Working Team Leader (Working Supervisor )	8 hrs. Shift	1	
4.	Extra Hours ( Over Time )	Per Hour	1	
5.	Materials cost per month	Month	1	

Authorized Signature of the Bidder

Date

Company Name : \_\_\_\_\_ Contact No. : \_\_\_\_\_

Contact Person : \_\_\_\_\_ Email Address : \_\_\_\_\_

**Value Added Tax (VAT):**

**Service: Cleaning Services for 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:.....

DO NOT COPY

## SECTION VIII

### Security Forms

#### Annex A Form: Bid Security (Bank Guarantee)

**Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt.) Ltd,  
No 320, Wijewardana Mawatha, Colombo 10.**

Whereas, [*name of Bidder*] (hereinafter called “the Bidder”) has submitted his Bid dated [*date*] for Providing Services for **Cleaning Services for the Colombo Lotus Tower Management Company (Pvt) Ltd** (hereinafter called “the Bid”).

Know all people by these present that We [*name of Agency*] having our registered office at [*address*] (hereinafter called “the Bank”) are bound unto name of Client (hereinafter called “the Client”) 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 Client, the Bank binds It self. Its successors, and assigns by these present.

Sealed with the common Seal of the said Bank this [*day*] day of [*month*], [*year*]. The condition of this obligation are:

- (1) If , after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the from of Bid: or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Client 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 instructions to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

We undertake to pay to the Client up to the above amount upon receipt of his first written Demand, without the Client’s having to substantiate his demand; provided that in his demand the Client will note that the amount claimed by him his due to him owing to the occurrence of one or any of the three conditions; specified 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 deadlines is stated in the instructions to Bidders or as it may be extended by the Client, notices 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 \_\_\_\_\_

\_\_\_\_\_  
[Signature, name and address]

**Annex B form:**  
**Performance Bank Guarantee (unconditional)**

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

Whereas (name and address of Service Provider) (hereinafter called “the Service Provider”) has undertaken, in pursuance of contract No. (number) dated (date) execute (name of contract and brief description of Service ) (hereinafter called “the contract”).

And whereas it has been stipulated by you in the said Contract that the Services 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 a foresaid without your needing to prove or to show grounds or reasons for your demand for the sum specified there in.

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 Service 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 Completion.

Signature and seal of the Guarantor .....

Name of Bank .....

Address .....

Date .....

## **Non-collusion Declaration**

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

- (a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- (b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No .....);
- (c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....  
Signature of the Declarant