# COLOMBO MUNICIPAL COUNCIL
## CENTRAL PROCUREMENT DEPARTMENT

Tel.: 2686389 Fax: 2662329

**BID FOR THE SUPPLY OF** : **Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg**

**BID NO.** : **CPD/14/53/Bitumen/2026**

**BID OPENING DATE AND TIME** : **15.10.2026 @ 10.00 am**

**PART I**

*(For office use only)*

**Name of the Bidder: ……**

**Department Receipt No : - ……  MT's Receipt No : ……..**

**……..……**
**Issuing Officer**

**Date: -……..**

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**PART II**

*(To be filled by the Bidder)*

1. **Name of the Bidder: -** **…….**
2. **Business Address: -** **…….…….**
   **……...**
3. **Telephone Numbers: -** **……...**
4. **Fax Numbers: -** **……..**
5. **Email Address : -** **……..**
6. **VAT Registration No: -** **……...**
7. **Bid Security No/ Receipt No -** **……**
8. **Bid Security Amount: -** **……..**

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*(To be filled by the Bidder)*

**CPD/14/53/Bitumen/2026**

**COLOMBO MUNICIPAL COUNCIL**
**CENTRAL PROCUREMENT DEPARTMENT**
**Tel.: 2686389 Fax: 2662329**

**Invitation of Bids**

**Procurement of Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg**

**CPD/14/53/Bitumen/2026**

# List of Bid/Bid Documents

- **Section I- Instruction to bidders (ITB)**
- **Section II. Bidding data Sheet (BDS)**
- **Section III. Evaluation Criteria**
- **Section IV. Bid Forms**
  - **Bid Submission Form**
  - **Price Schedule**
  - **Bid Security (Guarantee)**
- **Section V. Schedule of Requirements**
  - **List of Goods and Delivery Schedule**
  - **Technical Specification**
  - **Required sample List**
  - **Inspections and Tests**
- **Section VI. Conditions of Contract (CC)**
- **Section VII. Contract Data**
- **Section VIII. Contract Forms**
  - **Contract Agreement**
  - **Performance Security**

# Section I. Instructions to Bidders (ITB)

*ITB shall be read in Conjunction with the Section I Bidding Data Sheet (BDS)/Bid Data Sheet, Which shall take precedence over ITB.*

## General

1. **Scope of Bid**

**1.1** The Purchaser **indicated in the Bid Data Sheet (BDS)/,** issues these Bid Documents for the supply of Goods and Related Services incidental there to as specified in Section V, Schedule of Requirement. The name and identification number of this Bid are **Specified in the BDS.** The name, Identification, and number of lots (Individual contracts), if any, are **provided in the BDS.**

**1.2** Throughout these Bid Documents :

a) the term "in writing " means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
b) if the context so requires, "singular" means "plural" and vice versa; and
c) "day" means calendar day.

2. **Source of Funds**

**2.1** Payments under this contract will be financed by the source **specified in the BDS.**

3. **Ethics, Fraud and Corruption**

**3.1** The attention of the Bidders is drawn to the following guidelines

- Parties associated with Bid Actions, namely, suppliers contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

- Officials shall refrain from receiving any personal gain from any bid Action. No gifts or inducement shall be accepted. Suppliers / Contractors are liable to be disqualified from the Bid process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the if an official.

**3.2** The purchaser requires the Bidders, Suppliers, Contractors, and consultants to observe the highest standard of ethics during the the purchasing and execution of such contracts. In pursuit if this policy:

**a)** "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the bid process or in contract execution;

**b)** "Fraudulent practice" means a misrepresentation or omission of facts in order to Bid influence a Bid process or the execution of a contract;

**c)** "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

**d)**"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

**3.3** If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## 4. Eligible Bidders

**4.1** All bidders shall possess legal right to supply the Goods under this contract.

**4.2** A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they

a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Bid of the goods to be purchased under these Bid Documents ; or

b) Submit more than one bid in this bidding process.
However, does not limit the participation of subcontractors in more than one bid.

**4.3** The bidders that is under a declaration of ineligibility by the Colombo Municipal Council (CMC), at the date of submission of bidders or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of CMC.

**4.4** Foreign bider/bidder may submit a bidder only if so stated in **the BDS.**

## 5. Eligible Goods and Related Services

**5.1** All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

# Contents of Bid Documents

## 6. Sections of Bid Documents

**6.1** The Bid Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

**Volume 1**

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

**Volume 2**

- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bid Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation for Bid

**6.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Documents Failure to furnish all information or documentation required by the Bid Documents may result in the rejection of the Bid.

**7 . Clarification of Bid Document**

**7.1** A prospective Bidders requiring any clarification of the Bid Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bid Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

**8 . Amendment of Bid Document**

**8.1** At any time prior to the deadline for submission of Bidders, the Purchaser

**8.2** Any addendum issued shall be part of the Bid Documents and shall be communicated in writing to all who have purchased the Bid Documents.

**8.3** To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bidders, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

# Preparation of Bids

**9 . Cost of Bids**

**9.1** The Bidders shall bear all costs associated with the preparation and submission of its bids, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the biding process.

**10 . Language of Bids**

**10.1** The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

## 11 . Documents Comprising the Bid

**11.1** The Bid shall comprise the following:

**a)** Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15;**

**b)** Bid Guarantee/Security, in accordance with ITB Clause 20;

**c)** Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bid Documents;

**d)** Documentary evidence in accordance with ITB Clause 18 establishing the bidder's qualifications to perform the contract if its bid is accepted; and

**e)** Any other document required in the BDS.

## 12 . Bid Submission Form and Price Schedules

**12.1** Any other document required in the BDS. form furnished in Section IV, Bid Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## 13 . Alternative Bids

**13.1** Alternative Bids shall not be considered.

## 14 . Bid Price and Discounts

**14.1** The Bidder shall indicate on the price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

**14.2** Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a bidder wishes to offer discount as a lot the Bidders may do so by indicating such amounts appropriately.

**14.3** If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

**14.4 (i)** Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

**(a)** On components and raw material used in the manufacture or assembly of goods quoted; or

**(b)** on the previously imported goods of foreign origin

**(ii)** However, VAT shall not be included in the price but shall be indicated separately;

**(iii)** The price for inland transportation, insurance and other related services to deliver the goods to their final destination;

**(iv)** The price of other incidental services

**14.5** The Prices quoted by the Bidders shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. pursuant to ITT Clause 31.

**14.6** All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

## 15 . Currencies of bid

**15.1** Unless otherwise stated in bid Data Sheet, the bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

## 16 . Documents Establishing the Eligibility of the Bidders

**16.1** To establish their eligibility in accordance with ITB Clause 4, bidder shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

## 17 . Documents Establishing the Conformity of the Goods and Related Services

**17.1** To establish the conformity of the Goods and Related Services to the Bid Documents, the Bidder shall furnish as part of its bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

**17.2** The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

**17.3** The bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser.

## 18 . Documents Establishing the Qualifications of the Bidders

**18.1** The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

**(a)** A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, bid Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

**(b)** that, if required in the BDS, in case of a bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

**(c)** that the bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## 19 . Period of Validity of Bids

**19.1** Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.

**19.2** In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request biders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended corresponding period. A bidder may refuse the request without forfeiting its bid Security. A bidder granting the request shall not be required or permitted to modify its bid.

## 20. Bid Bond/ Security

**20.1** The Bidders shall furnish as part of its bid a Bid Bond/ Security, as specified in the BDS.

**20.2** The Bid Bond/ Security shall be in the amount specified in the TDS and denominated in Sri Lanka Rupees, and shall:

**(a)** at the Bidders option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

**(b)** be issued by a institution acceptable to Purchaser.

**(c)** be substantially in accordance with the form included in Section IV, Bid Forms;

**(d)** be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause e conditions listed in ITB Clause

**(e)** be submitted in its original form; copies will not be accepted;

**(f)** remain valid for the period specified in the BDS

**20.3** Any Bid not accompanied by a substantially responsive Bid Bond/ Security in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

**20.4** The Bid Bond/ Security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

**20.5** The Bid Bond/ Security may be forfeited:

**(a)** if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Submission Form except As provided in ITB Sub-Clause 19.2; or

**(b)** if a bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

**(c)** if the successful bidder fails to:

i) sign the Contract in accordance with ITB Clause 42;

ii) Furnish a Performance Security in accordance with ITB Clause 43.

**21 Format and Signing of Bid**

**21.1** The bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

**21.2** The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder.

**21.3** Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

# Submission and Opening of Bids

**22. Submission, Sealing and Marking of Bids**

**22.1** Bidders may always submit their Bids by mail or by hand.

**(a)** Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

**22.2** The inner and outer envelopes shall:

**(a)** be addressed to the Purchaser in accordance with ITB

**(b)** bear the specific identification of this bidding process as indicated in the BDS; and

**(c)** bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

## 23 . Deadline for Submission of Bids

**23.1** Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

**23.2** The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the bid Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 24 . Late Bids

**24.1** The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, deadline for submission of bids shall be declared late, rejected, and returned unopened to the Biders.

## 25 . Withdrawal, and Modification of Bids

**25.1** A bidder may withdraw, or modify its bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and

(b) Received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 23.

**25.2** Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the bidders only upon notification of contract award to the successful bider in accordance with sub clause 41.1

**25.3** No Bids may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Submission Form or any extension thereof.

## 26 Bid Opening

**26.1** The Purchaser shall conduct the bid/bid opening in public at the address, date and time **specified in the BDS.**

**26.2** First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

**26.3** All other envelopes shall be opened one at a time, reading out: the name of the bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 24.1.

**26.4** The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid curity or Bid-Securing Declaration. The Bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The bid's representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all bidders who submitted bids in time.

# Evaluation and Comparison of Bids

## 27. Confidentiality

**27.1** Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

**27.2** Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or contract award decisions may result in the rejection of its Bid.

**27.3** Notwithstanding ITB Sub-Clause 27.2, if any bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

## 28. Clarification of Bids

**28.1** To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, request any bidder for a clarification of its bid. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with Evaluation of the bids, in accordance with ITB Clause 30.

## 29. Responsiveness of Bids

**29.1** The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid it self.

**29.2** A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bid Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

**(a)** affect in any substantial way the scope , quality ,or performance of the Goods and Related Services specified in the Contract ;or

**(b)** limits in any substantial way, inconsistent with the Bid Documents, the Purchaser's rights or the bider's obligations under the Contract ;or

**(c)** if rectified would unfairly affect the competitive position of other biders presenting substantially responsive bids.

**29.3** If a bid is not substantially responsive to the bid Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.

## 30. Nonconformities, Errors, and Omissions

**30.1** Provided that a bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the bid that do not constitute a material deviation.

**30.2** Provided that a bid is substantially responsive, the Purchaser may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

**30.3** Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

**(a)** if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

**(b)** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

**(c)** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**30.4** If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid Security shall be forfeited .

## 31. Preliminary Examination of Bids

**31.1** The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

**31.2** The Purchaser shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the bid shall be rejected.

**(a)** Bid Submission Form, in accordance with ITB Sub- Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c ) Bid Bond/Security, in accordance with ITB Clause 20.

**32. Examination of Terms and Conditions; Technical Evaluation**

**32.1** The Purchaser shall examine the bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.

**32.2** The Purchaser shall evaluate the technical aspects of the bid/bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bid Documents have been met without any material deviation or reservation.

**32.3** If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

**33. Conversion to Single Currency**

**33.1** If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

**34. Domestic Preferences**

**34.1** Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its applicable shall be as specified in section III, Evaluation & Qualification criteria.

**35. Examination/Evaluation of bids**

**35.1** The Purchaser shall Examine/evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

**35.2** To Examine/ evaluate a bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

**35.3** To evaluate a Bid, the Purchaser shall consider the following:

(a) The Bid Price as quoted in accordance with clause 14;

(b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

(c) Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

(d) Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

**35.4** The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors steed in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

**35.5** If so specified in the BDS, these Bid Documents shall allow bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

## 36. Comparison of Bids

**36.1** The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

## 37. Post qualification of the Bidder

**37.1** The Purchaser shall determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

**37.2** The determination shall be based upon an examination of the documentary evidence of the bider's qualifications submitted by the bider/bidder, pursuant to ITB Clause 18.

**37.3** An affirmative determination shall be a prerequisite for award of the Contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

**38. Purchaser's Right to Accept Any Bid, and to reject any or All Bids**

**38.1** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids/bids at any time prior to contract award, without thereby incurring any liability to bidders.

## Award of Contract

**39. Award Criteria**

**39.1** The Purchaser shall award the Contract to the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bid Documents, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

**40. Purchaser's Right to Vary Quantities at Time of Award**

**40.1** At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed. twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bid Documents.

**41. Notification of Award**

**41.1** Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful bidder, in writing, that its bid has been accepted.

**41.2** Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

**41.3** Upon the successful bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

## 42. Signing of Contract

**42.1** Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful bidder to sign it.

**42.2** Within Seven (7) days of receipt of such information, the successful bidder shall submit acceptance letter.

## 43. Performance Security

**43.1** Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and discharge the bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

**43.2** Failure of the successful bidder to submit the above mentioned performance security or submit the Contract shall constitute grounds for the annulment of the award and forfeiture of the Bid or execution of the Bid Bond/Security. In that event the Purchaser may award the Contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

# Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured 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.

*[Instructions for completing the bidding Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.*

| **ITB Clause Reference** | **A. General** |
|---|---|
| **ITB 1.1** | The Purchaser is[1]: Colombo Municipal Council |
| **ITB 1.1** | The name of the bid is of Supplying : **Procurement of Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg**<br><br>**CPD/14/53/Bitumen/2026** |
| **ITB 2.1** | The source of funding is[2]: CMC Funds |
| | **B. Contents of Bid Documents** |
| **ITB 7.1** | For **Clarification of bid purposes** only, the Purchaser's address is:<br>Attention[3]: Chief Accountant ( Procurement )<br>Address[4]: Central Procurement Department Colombo Municipal Council<br>Telephone: 2686389 / 2686369<br>Facsimile number: 2662329<br>Electronic mail address: caccproc@colombo.mc.gov.lk |
| **ITB 11.1 (e)** | The bidder shall submit the following additional documents: [insert list of documents, if any]<br>1. Full details of bidder's business / company registration with the memorandum of articles of the company.<br>2. Details of performance evidence for past three years.(Awarding letters, purchase orders & performance letters etc.)<br>3. Copy of VAT Registration letter.<br>**4. Bidders whose bids are over Rs.5.0 million should submit PCA 3 after registration with the public contract Registrar.**<br>**5.** Submission of Non-collusion Affidavit |

[1] *insert* **complete** *legal name of the Procuring Entity*
[2] *insert the source of funding such as GOSL, World Bank, Asian Development Bank etc*
[3] insert name and designation of the Officer responsible for clarifications e.g. Head of the Procurement Division if any ]

| | C. Preparation of Bids |
|---|---|
| **ITB 19.1**[5] | **The bid shall be valid until 120 days** from the date of bid opening **& bidder can't change the bid prices within the agreement period.** |
| **ITB 20.1** | Bid shall include a Bid guarantee/Security.<br><br>**Bid guarantee/Security** obtained in favor of the Municipal Commissioner, Colombo Municipal Council to the value of **Rs. 2,000,000.00 (Rupees Two Million Only) valid for 150 days** (One Hundred Fifty days) from the closing date of bids should be provided along with the bid.<br><br>**Bid guarantee/Security can be obtained under following options.**<br><br>**<u>Option 01</u>**<br><br>Obtaining a Bid guarantee/Security in the form of a Bank guarantee using the format given in **Annexure 01.**<br><br>Such Bank guarantee shall be irrevocable, unconditional and shall be encashable upon the first written request by the PE.<br><br>Bank guarantee issued by any of the following banks / institutions are acceptable.<br><br>(a) A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.<br><br>(b) A foreign Commercial Bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka ;<br><br>(c) A foreign bank operating outside of Sri Lanka, provided that the relevant Bank Guarantee is confirmed by a local or foreign bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka ; and<br><br>**Note :** *The requirement of confirmation referred to above is not necessary, if the entity that issues the guarantee is an Export Import Bank (EXIM Bank), Export Credit Agency of any foreign Government or a reputed international financier acceptable to the Central Bank of Sri Lanka if proof concerning such approval is available.*<br><br>(d) Unconditional, on demand Bid Security issued by the construction Guarantee Fund.<br><br>**<u>Option 02</u>**<br><br>(a) Obtaining a refundable cash deposit. The bidder shall deposit the cash **Rs. 2,000,000.00 (Rupees Two Million Only)** to the CMC Shroff and shall be attach the original of the cash receipt. |

[4] *insert floor and room number, if applicable*
[5] *insert day, month, and year, i.e. 16 September, 2006*

| | |
|---|---|
| | Or<br>(b) Bank draft in favor of the Municipal Commissioner, Colombo Municipal Council shall be attached with the Bid documents as the Bid security. |
| **ITB 20.2**[6] | The amount of the Bid guarantee/Security shall be[7]:<br>**Rs: 2,000,000.00**<br>The validity period of the Bid guarantee/Security shall be until[8] :<br>**13th March 2027**<br>**(150 Days, from the opening date of bids)** |
| | **D. Submission and Opening of Bids** |
| **ITB 22.1 (a)** | Bidders are allowed to submit their bids/ proposals through following three (03) ways as specified in the Procurement Documents before the relevant deadline ;<br>(i) By post under registered cover or through a courier ;<br>(ii) Personal delivery to the officer authorized to receive such bids/proposals ; or<br>**(iii)** Depositing in the sealed Bid/Proposal Box, keeps in the **Municipal Secretary's Office, Colombo Municipal Council, Town hall, Colombo 07.** |
| **ITB 22.2 (c)** | The inner and outer envelopes shall bear the following identification marks[9]:<br>**Bids for Procurement of Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg**<br>**Bid No : CPD/14/53/Bitumen/2026**<br>BIDS should be forwarded in Original with Duplicate. Both copies of the bid shall be signed and sealed by the bidder and enclose in separate envelops and Seal, each **shall be marked "ORIGINAL" & "DUPLICATE"** and the **Name of the bidding** , Item and Closing Date: and Address to the "**Municipal Commissioner" Colombo Municipal Council, Municipal Secretary's Office , Town Hall, Colombo 07.** |

[6] *Delete if BDS ITB 20.1 (b) is selected*

[7] *[insert amount*

[8] *insert day, month, and year, i.e. 13 October, 2006*

[9] *insert the name and/or number that must appear on the bid envelope to identify this specific biding process*

| | |
|---|---|
| | Thereafter Both ORIGINAL and DUPLICATE should be enclosed to one envelop and Sealed AND mark the Name of bidding item to be supplied on top left hand corner and Closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Municipal Secretary's Office , Town Hall, Colombo 07.<br><br>BIDDERS or their authorized representatives are allowed to be present at the time of opening of the bids. |
| **ITB 23.1** | For bid submission purposes, the Purchaser's address is:<br><br>Attention[10] : **Municipal Commissioner Address[11]: Colombo Municipal Council , Municipal Secretary's Office , Town hall ,Colombo 07**<br><br>The deadline for the submission of bid is **:**<br><br>**Date: 15th October 2026**<br><br>**Time[12]: 10.00 a.m.** |
| **ITB 26.1** | The bid opening shall take place at: Colombo Municipal Council<br><br>**Address: Municipal Secretary's *Department, Colombo Municipal Council, Town hall, Colombo 07***<br><br>**Date: 15th October 2026**<br><br>**Time: 10.00 a.m.** |

[10] *insert full name and the designation of the officer in charge*
[11] *insert floor and room number, if applicable] [important to avoid delays or misplacement of bids*
[12] *insert time, and identify if a.m. or p.m., i.e. 10:30 a.m*

| | **E. Evaluation and Comparison of Bids** |
|---|---|
| **I.T.B 34.1** | Domestic preference shall not be a bid evaluation factor. |
| **ITB 35.4**[13] | The following factors and methodology will be used for evaluation:<br>(*list the factors and methodology)*<br>*I) Completeness of Bidder's bid submission from with Authorized signature (ITB 12.1)*<br>*II) Bid guarantee/ security shall be describe in the BDS*<br>*III) Comply to the all the terms, conditions &specifications of the bid document.*<br>*IV) 1. Comply with key provisions of the specifications & Conditions*<br>*2. comply with delivery period.( Delivery Shall be according to the delivery schedule)*<br>*V) Price schedule shall be according to the section IV of Bid forms.*<br>*VI) Check samples / test reports to comply according to the specifications & expected quality.*<br>*VII) Quality of the product / material.*<br>*VIII) Availability of PCA (3) Certificate if relevant.*<br>*IX) Price Comparison.*<br>*X) Submission of Non-collusion Affidavit* |

[13] Insert only if required

# Section III. Evaluation and Qualification Criteria

**Qualifications**

**Step 01**

1. The bidder eligible

   1.1 The bidder shall be registered as a company Partnership or Individual business under relevant authorities in Sri Lanka to **supply of** 60/70 bitumen (Yes / No)

2. Duly filled bid Submission form & bid documents …… (Yes / No)

3. Bid Submission form and all relevant bid documents duly filled and is signed properly by and authorized party, including the power of attorney if stipulated and generally in order. …… (Yes / No)

4. Bid guarantee/Security/Cash receipt/Bank draft submitted is in a acceptable format for required amount and duration (As per describe in bid data sheet) …… (Yes / No)

5. Availability of PCA (3) Certificate if relevant …….. (Yes / No)

6. Submission of Non-collusion Affidavit …… (Yes / No)

**If Qualified**

**Step 02**

7. Bidder is containing all required critical documents including Supporting evidence of Bidder is eligibility and qualified…… (Yes / No)

   7.1 Price schedule shall be according to the section IV of bid Forms…….. (Yes / No)

   7.2 Comply to the all the terms, conditions &specifications of the Bid Document. …… (Yes / No)

   7.3 Comply with key provisions of the specifications & Conditions

   - comply with delivery period.( Delivery Shall be According to the delivery schedule) …….. (Yes / No)
   - Bidder shall **Procurement of Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg** Council specified in BDS as per the delivery Schedule …… (Yes / No)

   5.4 Check samples to comply according to the specifications……. (Yes / No)

5.5 Quality of the product. ……. (Yes / No)

5.6 Comply to specifications ……. (Yes / No)

## Section IV. Bid Forms

**Step 03**

**If Qualified**

6 Price Comparison …… (Yes / No)

# Table of Forms

**Bid** Submission Form.....

Price Schedule: .....

Bid Security (Guarantee) ……

/

# Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: …… *[insert date (as day, month and year) of bid Submission]*

No.: **CPD/14/53/Bitumen/2026**

To: Municipal Commissioner, Colombo Municipal Council.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the bid Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];* ……

**(b)** We offer to supply in conformity with the bid Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods **Procurement of Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg**

(c) The total prices of the bid for **Procurement of Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg** without VAT, including any discounts offered is (mentioned in the price schedule - Page 29)
**Rupees …….**

(d) The total prices of the bid for **Procurement of Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg** including VAT, including any discounts offered is (mentioned in the price schedule - Page 30)
**Rupees …….**

(e) If the bid will be offered I/We accepted to supply of **Procurement of Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/Converted) – 400,000 kg** under required quantity under mention in purchase order will be given by Colombo Municipal Council.

**(f)** Our bid shall be with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period; **120 days** from submission of bid :- **……(Accepted/ Not Accepted )**

**(g)** If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract:- **…… …….. (Accepted/ Not Accepted )**

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.3; **……. (Accepted/ Not Accepted )**

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We understand that Colombo Municipal Council reserves the right to accept or reject any bid or part their of without giving any reason what so ever:

**…….**
**Signed:** ***[insert signature of person whose name and capacity are shown]***

**…….**
**In the capacity of** ***[insert legal capacity of person signing the Bid Submission Form]***

**……**
**Name:** ***[insert complete name of person signing the bid Submission Form]***

**……..**
**Duly authorized to sign the bid for and on behalf of:** ***[insert complete name of Bidder]***

**Dated on _____ day of _____, _____** ***[insert date of signing]***

**DUPLICATE**

**Colombo Municipal Council**

**PRICE SCHEDULE- …….** **No. CPD/14/53/Bitumen/2026**

| Item No. | Description | Unit of Measure | Brand/ Make/country of manufacture | Unit Price Rs.(without vat) | Total (Without Vat) | 18% VAT | Total (With Vat) Rs |
|---|---|---|---|---|---|---|---|
| 1 | Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/converted) (Specification attached) | 400,000 kg | | | | | |

Note: Bidder should be dully filled, signed and forwarded this price schedule with the bid. Otherwise bid will be rejected without giving any reason whatsoever.

I/We agree and bind myself/ourselves that the price (rate) given in this bid is valid for acceptance for a period of **120 days** from the date of closing of bid and the quoted price (rate) will firm and not subject to adjustment, not can it be withdrawn after closing of the bid and to supply, delivery and pile the materials at the CMC stores at the rate quoted by me/us and according to the specification given, on receipt of an official order issued by the Chief Accountant (Procurement) of the CMC.

Company VAT Reg. No.:……

……
Signature & Seal of the Firm
Date

 **DUPLICATE**

NAME IN BLOCK CAPITALS:-……..

ADDRESS :-……..
…….

***WITNESSES***

Signature:
Name in Block Capitals:
Address: Date: ……

Signature:
Name in Block Capitals:
Address: Date: …….

Annexure 01

# Format for Bid Security Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

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

***Beneficiary:** **Municipal Commissioner, Colombo Municipal Council.**

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

**BID GUARANTEE No.:** …….. [insert (by issuing agency) number]

We have been informed that --------- [insert (by issuing agency) name of the bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder ") has submitted to you its bid dated --------- [insert (by issuing agency) date](hereinafter called "the Bid") for the execution/supply [select appropriately] of [insert name of contract] under Invitation for Bids No. ---------- [insert IFB number] ("the IFB").

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

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

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB ; or

(c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to - …… (insert date)

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

_____

[signature(s) of authorized representative(s)

## Annexure – 02

## Non-collusion Affidavit (Template)
## (Procurement Guideline Reference - 1.5)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;

b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and

c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been
duly read over and explained by me to
the Affirm ant above named and
he/she having understood the contents
therein and admitted to be correct,
affirmed and set his/her signature
hereto before me) on this ……. day
of …… at …….

BEFORE ME,
JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

## Section V. Schedule of Requirements

# Contents

**1.** List of Goods and Delivery Schedule .....

2 . Technical Specifications ……

3. Required sample List ……

3. Inspections and Tests ……

Section VI. Schedule of Requirements

# 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

| Line Item N° | Description of Goods | Quantity | unit | Delivery Location | Delivery Date [1] | | |
|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | Bidder's offered Delivery date [to be provided by the bidder] After issuing PO |
| | | | | | | | |
| 01 | Supply, Delivery & unloading of 60/70 bitumen bulk (De-canned/converted) – 400,000 Kg | Orders will be issued time to time according to the requirements of CMC | kg | Within Colombo city limits & exact Colombo city limit location will be informed at the time of supply. | Within **24 hours** after the request by relevant officer (SK, TO, Engineer) in any day through email, fax, WhatsApp, SMS within the purchase order quantity. | Within **03 days** after the request by relevant officer (SK, TO, Engineer) through email, fax, WhatsApp, SMS within the purchase order quantity. | Within **…….. days** after the request by relevant officer (SK, TO, Engineer) through email, fax, WhatsApp, SMS within the purchase order quantity. |

*****Note : Acceptance of delivered bitumen will be based on the test results carried out by Madampitiya Lab.***

[1] applicable only if delivery is considered for evaluation. If not only one column "Delivery Date" duly filled by the Purchaser is required 2 Refer ITB 17.3 and list accordingly

# *2. TECHNICAL SPECIFICATIONS*

**Specification for Bitumen 60/70 Bitumen Bulk**

| Description | Unit | Requirements |
|---|---|---|
| Penetration @ $5^0$C 100g 5 secs. | 0.1mm | 60-70 |
| Softening Point | Degree Celsius | 48-56 |
| Loss on Heating, Weight (for 5 hours at 163 $^0$C) | % | Not Greater than 1 |
| Flash Point | Degrees Celsius | Not Less than 232 |
| Solubility in trichloroethylene | % | Not Less than 99 |

# Required Sample List

| No | Item | (a) Submitted | (b) Not Submitted | ** (c) Reasons for non submission |
|---|---|---|---|---|
| 01 | Supply, Delivery & Unloading of 60/70 Bitumen Bulk (De-canned/converted.) | | | |

**** (c ) Non submission of sample: Justifiable and valid reasons should be provided. Such justifiable reasons will be considered in the evaluation.**

**According to the sample list, sealed sample /samples should be submitted with bid or before bid opening & handed over to the relevant purchasing officer of the Central Procurement Department. Sample shall be numbered according to the number in the price schedule.**

# 3. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests if any]*

- Relevant inspections and tests will be proceeded by the relevant officers/Divisions, if it seems need.
- Check relevant tests reports of the manufacturer as per the requirement.
- Acceptance of delivered bitumen will be based on the test results carried out by CMC Madampitiya Lab.

## Section VI. Conditions of Contract

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# Section VI. Conditions of Contract

**1. Definitions** 1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "CC" means the Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.

(i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) "The Project Site," where applicable, means the place named in the Contract Data.

**2. Contract Document**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Fraud and Corruptios**

3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

**7. Eligibility**

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Scope of Supply**

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**12. Delivery and Documents**

12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data.**

**13. Supplier's Responsibili - ties**

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

**14. Contract Price**

14.1 Prices charged by the Supplier for the Goods supplied and
the Related Services performed under the Contract shall not

vary from the prices quoted by the Supplier in its bid.

**15. Terms of Payment**

15.1 The Contract Price, shall be paid as specified in the **Contract Data.**

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than Sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

**16. Taxes and Duties**

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**17. Performance Security**

17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

**18. Copyright**

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall

remain vested in such third party.

**19. Confidential Information**

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

**20. Subcontracting**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

**21. Specifications and Standards**

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

**22. Packing and Documents**

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

**23. Insurance**

23.1 Unless otherwise specified in the **Contract Data,** the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

**24. Transportation**

24.1 Unless otherwise specified in the **Contract Data,** responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

**25. Inspections and Tests**

**25.1** The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **Contract Data.**

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **Contract Data**. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

**26. Liquidated Damages**

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the percentage specified in those **Contract Data**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

**27. Warranty**

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arisin g from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

**27.3** Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data.**

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or parts thereof, at no costto the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent Indemnity**

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the

Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. Limitation of Liability**

29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Claus e 14.

**31. Force Majeure**

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32. Change Orders and Contract Amendments**

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**33. Extensions of Time**

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

**34. Termination**

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**35. Assignment** 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party

# Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

| | |
|---|---|
| **CC 1.1(i)** | The Purchaser is[15]: **Colombo Municipal Council** |
| **CC 1.1 (m)** | The Project Site(s)/Final Destination(s) is/are[16]: *According to the delivery schedule* |
| **CC 8.1** | For **notices**, the Purchaser's address shall be:<br>Attention[17]: Municipal Commissioner<br>Address: Colombo Municipal Council<br>Telephone: 2686369<br>Facsimile number: 2662329<br>Electronic mail address*:* *caccproc@colombo.gov.lk* |
| **CC 15.1** | **The method of Payment**<br>No advance payment shall be made for any purpose<br>The method and conditions of payment to be made to the supplier under this contract shall be as follows.<br>Payments will be made only after receiving the "Goods Received Note" from the Store Keeper for the quantity and certificate for quality from the relevant officials of the Colombo Municipal Council. Quality certificate will be issued based on the test results carried out by CMC Madampitiya Lab.<br>All the payments done by online system of the Payments Department. Bank Details shall be submitted according to the attached format (Annexure - 4) & Certified bank statement (mentioned name & account number is enough) shall be submitted along with the bid document.<br>**Contractor should submit PCA (4) certificate issued by the public contract registrar when claim payment.** |
| **CC 17.1** | **A Performance Guarantee/Security Required.**<br>Immediately after the receipt of the Letter of award, (at least 14 days) the Bidder should submit a following described guarantee for a amount equivalent to **10% of the total contract value** obtained in favor of the Municipal Commissioner in the Bidding Currency, with a letter of acceptance and enter into an agreement with the Colombo Municipal Council for the due and satisfactory performance of the contract. |

[15] *Insert complete legal name of the Purchaser*
[16] *Insert name(s) and detailed information on the location(s) of the site(s)*
[17] *insert full name and the designation of the officer, if applicable*

| | |
|---|---|
| | **Performance Guarantee/Security can be obtain following methods.**<br><br>(i) A Commercial Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.<br><br>(ii) A Bank based in another country, backed by a Commercial Bank operating in Sri Lanka and approved by the Central Bank.<br><br>(iii) Unconditional on-demand Performance Guarantee/Security issued by the construction guarantee funds.<br><br>The Bidder should bear the cost of stamps if any that should be affixed to the contract and the legal charges.<br><br>THE BANK Guarantee shall ensure the completion of all obligations under the contract and the aforesaid performance Guarantee shall be **valid for 208 days** Payable on demand at Colombo Municipal Council. |
| **CC 25.1** | The inspections and tests shall be[18]:<br><br>Carried out by the quality committee/officer/any technical person related to this type of works. Quality certificate will be issued based on the test results carried out by CMC Madampitiya Lab.<br><br>The selected supplier shall supply the agreed items strictly in accordance with the specifications and samples. |
| **CC 25.2** | The Inspections and tests shall be conducted a[19]t: at CMC Madampitiya Lab when the time of delivery. |
| CC 26.1 | **The liquidated damage:**<br><br>The Goods ordered should be supplied according to the delivery schedule by the Selected supplier and it failure to supply as aforesaid shall be subject to charge rupees Twenty five Thousand (Rs.25,000/-) per every week or part thereof for a period sanctioned by the Council.<br><br>If the failure or delay in supply exceeding one month rupees Fifty Thousand (**Rs. 50,000/=)** will be recovered as damages for such week or a part thereof and those suppliers are subject to be "Blacklisted" by the Council.<br><br>However, the Municipal Commissioner may grant an extension of time if the Municipal Commissioner is satisfied that the delay in completion of the said supply was due to reasons beyond the control of the said Supplier. |

[18] *insert nature, frequency, procedures for carrying out the inspections and tests*
[19] *insert name(s) of location(s)*

**Section VIII. Contract Forms**

# Table of Forms

1. Contract Agreement
2. Performance Guarantee/Security

# 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

The …… [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

BETWEEN

(1) [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of …….. or corporation and having its principal place of business at [ insert address of Purchaser ] (hereinafter called "the Purchaser"), and

(2) [ insert name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) ] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement

(b) Contract Data

(c) Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Supplier's Bid and original Price Schedules

(f) The Purchaser's Notification of Award

(g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [ insert title or other appropriate designation ] in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [ insert title or other appropriate designation ] in the presence of [ insert identification of official witness]

## Annexure 03

### Acceptable Format for Performance Guarantee/Security

_____ *[Issuing Agency's Name, and Address of Issuing Branch or Office]*_____

**Beneficiary : Municipal Commissioner, Colombo Municipal Council.**

**Date: _____**

**PERFORMENCE GUARANTEE/SECURITY No.: _____**

We have been informed that _____ *[name of Contractor/supplier]* (hereinafter called „the Contractor") has entered into Contract No. _____ *[reference number of the contract]* dated _____with you, for the _____ *[insert "construction / "supply"]* of _____ *[name of contract and brief description of Works or supply]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we _____ *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount of figures]* (_____) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the _____ day of _____, 20_____ *[insert 28 days beyond the scheduled contract completion date]*. and any demand for payment under it must be received by us at this office on or before that date.

_____

*Signature (s) ]*

Annexure – 4

# ***Bank Details***

| NAME OF THE COMPANY | BANK DETAILS | | | | | | TELEPHONE NUMBER | MOBILE NUMBER | E - MAIL ADRESS |
|---|---|---|---|---|---|---|---|---|---|
| | NAME IN THE ACCOUNT | BANK NAME | BANK CODE | BRANCH NAME | BRANCH CODE | BANK ACCOUNT NUMBER | | | |
| | | | | | | | | | |

Certified above details are correct according to the Company / Partners/ proprietor details.

- Certified bank statement copy must be attached with bank details.

…….
Authorized Signature
Director/ Partners/ proprietor

## The legal charges will be applicable as follows.

| Professional frees recovered in the year 2025 | |
|---|---|
| Value of the deed or agreement | Professional fees in the year 2026<br>Charges + Vat |
| price is not mentioned. | 15,000/- + Vat |
| 0 – 500,000 | 10,000 /- + Vat |
| 500,001 – 1,000,000 | 15,000 /- + Vat |
| 1,000,001 – 3,000,000 | 20,000 /- + Vat |
| 3,000,001 – 5,000,000 | 25000 /- + Vat |
| 5,000,001 – 7,500,000 | 37,500 /- + Vat |
| 7,500,001 – 10,000,000 | 50,000 /- + Vat |
| 10,000,001 – 15,000,000 | 75,000 /- + Vat |
| 15,000,001 – 20,000,000 | 100,000 /- + Vat |
| 20,000,001 – 25,000,000 | 125,000 /- + Vat |
| 25,000,001 – 35,000,000 | 140,000 /- + Vat |
| 35,000,001 – 45,000,000 | 180,000 /- + Vat |
| 45,000,001 – 55,000,000 | 220,000 /- + Vat |
| 55,000,001 – 65,000,000 | 260,000 /- + Vat |
| 65,000,001 – 75,000,000 | 300,000 /- + Vat |
| 75,000,001 – 100,000,000 | 350,000 /- + Vat |
| 100,000,001 – 125,000,000 | 375,000 /- + Vat |
| 125,000,001 – 150,000,000 | 450,000 /- + Vat |
| 150,000,001 – 175,000,000 | 525,000 /- + Vat |
| 175,000,001 – 200,000,000 | 600,000 /- + Vat |
| 200,000,001 – 250,000,000 | 625,000 /- + Vat |
| 250,000,001 – 300,000,000 | 750,000 /- + Vat |
| 300,000,001 – 400,000,000 | 1,000,000 /- + Vat |
| 400,000,001 – 500,000,000 | 1,250,000 /- + Vat |
| 500,000,001 – 1,000,000,000 | 2,000,000 /- + Vat |
| 1,000,000,001 – 1,500,000,000 | 3,000,000 /- + Vat |
| 1,500,000,001 – 2,000,000,000 | 4,000,000 /- + Vat |
| 2,000,000,001 – 3,000,000,000 | 4,500,000 /- + Vat |
| 3,000,000,001 – 4,000,000,000 | 6,000,000 /- + Vat |
| 4,000,000,000 – 5,000,000,000 | 7,500,000 /- + Vat |
| 5,000,000,001 – 10,000,000,000 | 10,000,000 /- + Vat |