

**COLOMBO MUNICIPAL COUNCIL**

**CENTRAL PROCUREMENT DEPARTMENT**

Tel. Nos. 2686389 - 2673173

Fax No. 2662329

**BID FOR THE SUPPLY OF : Bid for Hiring of Vehicle and Machinery for One year Period under rate basis.**

**BID NO : CPD21/ 406 /2025**

**BID OPENING DATE : 03-04-2025 TIME: 10.00 A.M.**

**PART - I**

(For office use only)

NAME OF THE BIDDER:.....

DEPARTMENTAL RECEIPT NO: .....M.T'S RECEIPT NO: .....

DATE: .....

ISSUING OFFICER

**PART - II**

(To be filled by the Tenderer/Bidder)

**1. NAME OF THE BIDDER:.....**

**2. BUSINESS ADDRESS: .....**

**3. TELEPHONE NUMBERS: .....**

**4. EMAIL ADDRESS :.....**

**5. BUSINESS REGISTRATION NO:.....**

**6. BANK & BID SECURITY NO: .....**

**7. BID SECURITY AMOUNT: .....**

**8. VAT REGISTRATION : .....**

**COLOMBO MUNICIPAL COUNCIL**  
**CENTRAL PROCUREMENT DEPARTMENT**

**Bid for Hiring of Vehicle and Machinery for One year Period under rate basis.**

Please follow Bid Notice Published on **14 / 03 / 2025** in the **Daily News, Dinamina and Thinakaran** for Details of Bids items.

Bid will be received up to **10.00 a.m. on 03 / 04 / 2025** and will be opened immediately.

**PART 1**

**General Terms and Conditions**

The Municipal Commissioner, Colombo Municipal Council, Town hall, Colombo 07, invites bid to hire vehicle & Machinery for One year Period under rate basis Bus under the terms and conditions given below.

1. The contract period is One Year from 27.06.2025. However the contract may be renewed, on concurrence of both parties.
2. 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.
3. BIDDER should be forwarded in Original with Duplicate. Both copies of the bid shall be signed and sealed by the bidder and enclose in separate envelopes and Seal, each shall be marked "**ORIGINAL' DUPLICATE**" and the **Name of the bided Item and Closing Date:** and Address to the "**Municipal Commissioner" Colombo Municipal Council, Town Hall, Colombo 07.** Thereafter Both ORIGINAL and DUPLICATE shall be enclosed to one envelop and sealed AND mark the Name of bided item to be supplied on top left hand corner and Closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07.
4. BIDDER'S Name and Address shall be written on each envelop. The duly perfected bidders shall be deposited in the **Tender Box** kept in the **Municipal Secretary's Department, Town Hall, Colombo 07,** before closing as per time and date, published in the press Notice.
5. Bidder or their authorized representatives are allowed to be present at the time of opening of the Bid.
6. **Bid guarantee/Security** obtained in favor of the Municipal Commissioner, Colombo Municipal Council to the value of **Rs. 50,000.00 valid for 150 days** (One Hundred Fifty days) from the closing date of bids should be provided along with the bid.

7. **Bid guarantee/Security can be obtained under following options.**

**Option 01**

Obtaining a Bid guarantee/Security in the form of a Bank guarantee using the format given in **Annexure 01.**

Such Bank guarantee shall be irrevocable, unconditional and shall be encashable upon the first written request by the PE.

Bank guarantee issued by any of the following banks / institutions are acceptable.

- (a) A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.
- (b) A foreign Commercial Bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka ;
- (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

**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 ant foreign Government or a reputed international financier acceptable to the Central Bank of Sri Lanka if proof concerning such approval is available.*

- (d) Unconditional, on demand Bid Security issued by the construction Guarantee Fund.

**Option 02**

- (a) Obtaining refundable cash deposit. The bidder shall deposit the cash Rs.50,000.00 to the CMC Shroff and shall be attach the original of the cash receipt.

Or

- (b) Bank draft in favor of the Municipal Commissioner, Colombo Municipal Council shall be attached with the Bid documents as the Bid security.

- 8. Bid guarantee /security will be returned as promptly as possible after the letter of award is given and enter into an agreement together with a performance bond. Unsuccessful Bidder's Bid Security will be released after the said letter award.

- 9. The bid opening shall take place at: Colombo Municipal Council

**Address: Municipal Secretary's Department, Colombo Municipal Council, Town hall, Colombo 07**

**Date: 03-04-2025**

**Time: 10.00 a.m.**

**10. A Performance Guarantee/Security Required.**

Immediately after the receipt of the Letter of award, (at least 14 days) the Bidder should submit a following described guarantee for an amount equivalent to

- Rs. 100,000.00 - Hiring Vehicle & Machinery - **Category A**
- Rs. 25,000.00 - Hiring Vehicle & Machinery - **Category B**
- Rs. 25,000.00 - Hiring Vehicle & Machinery - **Category C**
- Rs. 300,000.00 - Hiring Bus – **Category D**
- Rs. 50,000.00 - Hiring Lorry (for Threeposha Transport) – **Category E separately**

obtained in favor of **the Municipal Commissioner, Colombo Municipal Council** 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.

**Performance Guarantee/Security can be obtain following methods.**

- (i)A Commercial Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.
- (ii)A Bank based in another country, backed by a Commercial Bank operating in Sri Lanka and approved by the Central Bank.
- (iii)Unconditional on-demand Performance Guarantee/Security issued by the construction guarantee funds.

The Bidder should bear the cost of stamps if any that should be affixed to the contract and the legal charges as **Annexure -03**.

THE BANK Guarantee shall ensure the completion of all obligations under the contract and the aforesaid performance Guarantee shall be valid for **28 days beyond the contract period (One year)** Payable on demand at Colombo .....

Performance Security Format is attached. (**Annexure -02**)

- 10. The Colombo Municipal Council reserves the right to accept or reject any bid or part thereof without giving any reason whatsoever.
- 11. If the VAT registered Vat Registration certificate shall be submit with the bid.
- 12. Under the extraordinary gazette no. 1530/13 dated 01<sup>st</sup> January 2008 all payments of Rs. 25,000/- and above will be subjected to stamp duty of Rs.25/=.

**PART II**

Municipal Commissioner,  
Colombo Municipal Council.

**Invitation of Bid for Hiring of Vehicle and Machinery for One year Period under rate basis.**

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the “Information and Instructions to bid and Terms and Conditions of bid” pertaining to the above Tender, along with Schedules below thereto, do hereby undertake to supply service and maintain referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions. The makeup of the aforesaid total Bid Price is given in the accompanying Price Schedules.

1. I/We confirm that this offer shall be open for acceptance until granting the awarding letter for the supply service and that it will not be withdrawn or revoked prior to that date.
2. I/We attach hereto the following documents as part of my/our Bid:
  - I. Price Schedules.
  - II. Vat registration certificate.
  - III. Bid Security/Guaranty.
  - IV. Documentary evidence to establish qualifications for the performance of the Contract.
  - V. Bidder should have past experience of 3 years in hiring of Vehicle & Machinery Equipment’s & proof documents should be attached with the bid.
  - VI. Agreed Letter general hire conditions to obtain Hiring Rate of Vehicle & Machinery Equipment’s Ownership details of the firm.
  - VII. Any other document.
3. I/We understand that the Council is not bound to accept the lowest bid and that the Council reserves the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefore.
4. We undertake to adhere to the Delivery Schedule attached.
5. My/Our Bank Reference is as follows:.....  
.....

Certified above details are correct & true and if our bid is accepted we agreed to supply service as per the conditions of this bid.

Signature of bidder :.....  
Name of Bidder :.....  
Address :.....  
Fax :.....  
E-mail :.....  
Date :.....

By Order

MUNICIPAL COMMISSIONER  
COLOMBO MUNICIPAL COUNCIL  
TOWN HALL, COLOMBO 07

**PART – III****General Hire Conditions to obtain Hiring Rates for Vehicles/Machinery.**

1. The successful bidder should enter in to an agreement with the Colombo Municipal Council for the satisfactory provision of services. Agreement legal charges should be pay by the service provider when sign the agreement. **(Annexure -03)**
2. If the successful service provider is unable to provide performance Guarantee within 14 days after receiving letter of award bid acceptance will be cancelled.
3. **The bidder should supply the vehicles/Machinery with fuel, lubricant and the driver/operator.**
4. The CMC is not liable to any accident involved with the vehicle/Machinery.
5. The bidder should submit the certificates of registration or any other document to prove the ownership, and capacity of the vehicle at the time of submitting their bid. Preference will be given to bidders who have their own vehicle fleet to hire. If the bidder wish to supply Vehicles/Machinery on hire which are not owned by the bidder, the consent letter should be submitted with the bid from the other supplier.
6. The successful bidder should make vehicles/Machinery available for hire at any time on call by the Equipment Secretariat of Municipal Workshop of Colombo Municipal Council.
7. Hiring rates for all Machinery in category A should be per hour basis. Hiring rates for Tipper in category B should be per KM basis. Hiring rates for Water Bowser in Category C should be per volume basis and Hiring rates for Bus and lorry in category D & E should be per day basis. The hiring rates should be indicated according to the attached form. Transport charges will pay per turn (up & down).
8. All the Vehicles/Machinery hired should be in good condition.
9. Payment will be done monthly basis.
10. Bidder should have past experience in hiring Vehicles/Machinery & proof documents should be attached with the bid.
11. Bidder shall indemnify the Colombo Municipal Council from any losses, damages, claims made by any party.
12. The Colombo Municipal Council reserves the right to accept or reject any bids or part thereof without giving any reason what so ever.
13. Any losses arising out of negligence of the personnel deployed will be recovered from the performance guarantee or the Monthly bill, and balance unrecoverable shall be claimed by recourse to legal action against the service provider.

14. The Service Provider shall, at all times during the Contact Period, at their own cost keep the Vehicle/s comprehensively insured at a value acceptable to the Insurer as its correct market price against all risks including riots, civil commotions and terrorism and any other cover that may be required whilst the said Vehicle/s are the subject of the hire with an insure chosen by the Owner at their absolute discretion.

15. **Maintenance of Vehicles**

- I. The Supplier shall ensure that the Vehicle/s is/are used in good order and condition during the Contract Period of the Agreement.
- II. The Vehicle/s is/are supplied on hire shall be maintained by the service Provider at their expense during the Contract Period.
- III. All repairs to the Vehicle/s including the replacement of any part or accessory, maintenance work and servicing of the said Vehicle/s inclusive of the replacement of tyres (due to fair wear and tare), repair and replacement of air conditioner and accessories and any other repairs and or replacement of parts that may be required in order to maintain the said Vehicle/s in good order and condition shall be carried out by the service Provider at their expense within a period of Two (02) days.
- IV. The service Provider shall carry out a comprehensive maintenance, inspection and service programs of the said Vehicle/s every Five Thousand (5000) Kilometers or every three months, whichever occurs earlier.
- V. The service Provider shall supply the Council with a replacement Vehicle/s of the similar capacity to be used by the Council during the period the said Vehicle/s is under any maintenance, inspection, repair or service. Where the said maintenance, inspection, repair or service exceeds a period of 8 hours or where it is required to keep the Vehicle/s overnight for the said maintenance, In the event the said vehicle/s suffer a breakdown, it shall be the duty of the supplier to provide the required services to take the said Vehicle/s to the place of repair or garage.
- VI. In the event the Supplier fails or neglects to carry out the maintenance, inspection, repair, replacement or service as required in terms of this Clause within a reasonable period not exceeding 07 working days, the council shall be entitled to have the said work carried out at a place of its choice. The supplier shall be required to reimburse to the Council whatever costs the Council may incur as a result of the said work being carried out. It shall be lawful for the Council to set off the said costs from the monthly Hire Charges payable to the Supplier

16. **Use of the Vehicle/s**

It shall be the responsibility of the Council to ensure that the Vehicle/s is driven only by person who possess a valid Driving License issued by the Commissioner of Motor Traffic.



17. In the event of any breach or Violation of any of the conditions herein mentioned either party can terminate this agreement by giving one month notice to the other party.

I/We agree to accept the conditions mentioned above and overleaf and provide effective service giving satisfaction to the job entrusted to us.

Signature - .....

Name of the Person - .....

Designation - .....

Date - .....

(Seal of the Firm)

**Price Schedule**

(Please do not use Correction Fluid for correction)

**Category A (Rate per Hour Basis ) on Wet Hire**

	Vehicle/ Machine Details	Rate per Hour without VAT	VAT	Rate per Hour with VAT	Transport Cost if applicable (Per turn-up & down)	Minimum Hours per day
1	Compressor, Hammer ,with hose & coupling (175cfm)					4
2	Backhoe Loader (Bucket Volume 0.05cum)					4
3	Backhoe Loader with mounted Asphalt Breaker					4
4	Mini Asphalt paver machine(wheel type)(paving width –up to 5m)					4
5	Asphalt paver machine (wheel type)(paving width- up to 3m)					4
6	Crawler type mini excavator machine					4
7	Motor Grader					4
8	Pneumatic Tyred Roller machine (8-11 Ton)					4
9	Tandem Vibrating Roller Machine (10 Ton)					4
10	Tandem Vibrating Roller Machine (2.5-3 Ton)					4
11	180HP Crawler type Dozer machine					4
12	140HP Excavator machine (Bucket Volume 1cum)					4
13	200HP Excavator machine(Bucket volume 1.5cum)					4
14	Skid Steer Loader					4
15	Snorkel vehicle with telescopic Boom (Height 06m)					4
16	Snorkel vehicle with telescopic Boom (Height 15m)					4
17	Snorkel vehicle with telescopic Boom (Height 20m)					4
18	Crane Lorry (Boom Truck)(03Ton)					4

19	Crane Lorry (Boom Truck)(05Ton)					4
20	Low bed trailer, with prime mover (the length of the bed is not less than 40Ft)					4
21	Gully Bowser (5,000 Ltr Capacity)					4
22	Gully Bowser (3,000 Ltr Capacity)					4
23	Crane- Pay Load 10Ton					4
24	Crane- Pay Load 15Ton					4
25	Crane- Pay Load 20Ton					4
26	Crane- Pay Load 25Ton					4
27	Crane- Pay Load 40Ton					4
28	Road Roller 10Ton					4
29	Road Milling Machine (Cold Planer) (Minimum cutting width -1m)					4
30	Bitumen Spray Bowser (Bitumen tank Capacity minimum of 8,000 Ltr)					4
31	Electric Generator – 25KVA					4
32	Electric Generator – 60KVA					4
33	Electric Generator – 100KVA					4
34	Electric Generator – 150KVA					4
35	Electric Generator – 250KVA					4
36	Chain Saw-16” with guide bar & chain- 03 nos					4
37	Chain Saw-24” with guide bar & chain- 03 nos					4
38	Engine Driven Sludge Pump, 6”					1 Day
39	Porker Vibrator , 5hp					1 Day
40	Electrically Operated Hand Breaker, 1700 W					1 Day
41	Brush Cutter , 30.5 cc					1 Day
42	2” Submersible Pump, 1.5 hp					1 Day

**Remarks ( any other Terms & Conditions)**

.....  
 .....

- **Should be quoted as rate per hour with VAT**
- **Driver & Fuel has to be supplied by the Contractor.**
- **For the chain Saw – Operator & Fuel will be supplied by CMC.**
- **Vehicle should be supply under request by Municipal Workshop.**
- **Transport cost only pay per turn (up & down).**

**Category B - (Rate per KM Basis )on Wet Hire**

	Vehicle/ Machine Details	Rate per KM without VAT	VAT	Rate per KM with VAT	Minimum KM per day
01	Tipper- 10Wheel (15 Ton) (14 cum)				50
02	Tipper- 06 Wheel (10 Ton) (14 cum)				50

**Remarks ( any other Terms & Conditions)**

.....  
 .....

- **Should be quoted as rate per KM with VAT**
- **Driver, fuel & Lubricant should be supplied by the supplier at his cost for all Vehicles,**
- **Machinery & Equipment, except Chain Saw.**
- **Vehicle should be supply under request by Municipal Workshop.**

**Category C - (Rate per Volume Basis )**

	Vehicle/ Machine Details	Rate per One Bowser Volume without VAT	VAT	Rate per One Bowser Volume with VAT
01	Water Bowser with water pump (10,000 Ltrs. Tank capacity) (With Water & Helper)			
02	Tractor Bowser (3,600 Ltrs) (With water)			
03	Water Bowser with water pump (5,000 Ltrs. Tank capacity) (With Water & Helper)			

**Category D - (Rate per Day Basis)**

	Vehicle/ Machine Details	Quantity	Rate Per Day without VAT	VAT	Rate per Day with VAT
01	Hiring a Passenger Bus (60 seats) (28KM)	01			
	Additional KM				

**Remarks ( any other Terms & Conditions)**

.....  
 .....

- **Transport required (with return trip) – From Wennawatta Camp to VMD Park**
- **Approximate distance : 28 Km / day**
- **No of days required : every day (07 days a week)**  
**Morning Trip & Evening Trip**

**Category E - (Rate per Day Basis )**

	Vehicle/ Machine Details	Quantity	Rate Per Day without VAT	VAT	Rate per Day with VAT
01	Lorry for threeposha transport	02			
	Rate per labour charges				

- **Please read Special Conditions & Requirement (Page no.14) for further details.**

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, cannot it be withdrawn after closing of the bid and to supply, delivery the vehicle & machinery to the location mentioned in the delivery schedule informed by the CMC workshop 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

NAME IN BLOCK CAPITALS:-

.....

ADDRESS :-

.....

.....

**WITNESSES**

Signature:

Name in Block Capitals:

Address:

Date:.....

Signature:

Name in Block Capitals:

Address:

Date: .....

**Part IV**  
**Special Conditions & Requirement**

**For Category E**

**Transport of Thriposha from the Thriposha Complex at Kapuwatta, J-Ela to 14 Health Centers within the Colombo Limits.**

1. Must be able to deliver 02 Lorries covered at the back after one phone call in one day.
2. Thriposha is a baby food so the Lorries provided for it should be very clean and completely free from moisture.
3. Generally one Thriposha bag weighs close to 30 Kg and one lorry should be able to load close to 250 such bags.
4. If value added tax or other tax is levied along with the fee, it should be mentioned and the registration number and relevant documents should be submitted.
5. Payments will be made by check after completion of repairs or services and completion of due paperwork.

**Nature of service**

- I. Report to the Thriposha Complex at Kapuwatta, J-Ela at **7.00 am** on scheduled days.
- II. Empty Thriposha bags and if there are any spoiled ones, they should be loaded from the centers.
- III. When submitting tender's for landing and packing at the Thriposha Complex by its employees, the lorry fare and the employee fare should be mentioned separately and the total fee should be submitted.
- IV. Your service will be completed after unloading the entire quantity of Thriposha bags brought by lorries to the relevant centers.
- V. Further, if there is a traffic problem while transporting the Thriposha to the designated centers by the relevant lorry, arrangements should be made to use the other means to transport the Thriposha to the relevant centers.
- VI. When delivering Thriposha to maternity centers, Thriposha stock should be bought and delivered to the warehouse of the Centre for maternity centers located on upper floors without elevators.

.....  
**SIGNATURE OF TENDERER/ BIDDER,  
AND SEAL OF THE FIRM**

# 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) ]



# 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 02**

**Acceptable Format for Performance Guarantee/Security**

\_\_\_\_\_ [Issuing Agency's Name, and Address of Issuing Branch or Office] \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**PERFORMANCE 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 03****The legal charges will be applicable as follows.**

<b>Professional fees recovered in the year 2025</b>	
Value of the deed or agreement	Professional fees in the year 2025
	Charges + Vat
price is not mentioned.	8,000/- + 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

## Annexure 04

Name of the Company	Bank Details						Telephone Number	Mobile Number	Email address
	Name in the account	Bank name	Bank Code	Branch Name	Branch code	Bank Account number			

- **Certified Bank Statement (Photocopy which is mentioned Name & Account Number) shall be Submit along with this Document.**