COLOMBO MUNICIPAL COUNCIL
CENTRAL PROCUREMENT DEPARTMENT

Tel.: 2686389 Fax: 2662329

BID FOR THE SUPPLY OF : IMPLEMENTING AN ONLINE PAYMENT SYSTEM FOR ADVERTISEMENT SERVICES

BID NO. : CPD/24/0002/2026

BID OPENING DATE AND TIME : 26. 11. 2026 @ 10.00 am

PART I

(For office use only)

Name of the Bidder: ……

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

……..……
Issuing Officer

Date: -……..

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: -** **……..**

(To be filled by the Bidder)

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Invitation of Bids

Procurement of Supply Implementing An Online payment System for Advertisement Services

CPD/24/0002/2026

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 bidder/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, bider 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 bidders 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 Bidders.

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 bidder 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 bidder's qualifications submitted by the bidder/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 bider, 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.

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.

Section I Instructions to Bidders

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.

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 Implementing An Online payment System for Advertisement Services** **CPD/24/0002/2026**
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: Attention[3]: Chief Accountant (Procurement) Address[4]: Central Procurement Department Colombo Municipal Council Telephone: 2686389 / 2686369 Facsimile number: 2662329 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] 1. Full details of bidder's business / company registration with the memorandum of articles of the company. (Please refer the section "D" of the technical specification 2. Details of performance evidence shall be in accordance with the details mentioned in the "Section D" of the specifications. 3. Copy of VAT Registration letter. **4. Bidders whose bids are over Rs.5.0 million should submit PCA 3 after registration with the public contract Registrar.** **5. Submission of Non- collusion Affidavit mandatory (form attached – Annexure 03)**
	C. Preparation of Bids
ITB 19.1[5]	**The bid shall be valid until 150 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. **Bid guarantee/Security** obtained in favor of the Municipal Commissioner, Colombo Municipal Council to the value of **Rs. 50,000.00 (Rupees Fifty**

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

	Thousand Only) valid for 180 days (One Hundred Fifty days) from the closing date of bids should be provided along with the bid. Format attached (Annexure 01) **Bid guarantee/Security can be obtained under following options.** **<u>Option 01</u>** 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 any 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. **<u>Option 02</u>** (a) Obtaining a refundable cash deposit. The bidder shall deposit the cash **Rs. 50,000.00 (Rupees Fifty Thousand Only)** 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.
ITB 20.2[6]	The amount of the Bid guarantee/Security shall be[7]: **Rs: 50,000.00**

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

[7] *[insert amount*

	The validity period of the Bid guarantee/Security shall be until[8] : **……** **(150 Days, from the opening date of bids)**
	D. Submission and Opening of Bids
ITB 22.1 (a) **ITB 22.2 (c)**	Bidders are allowed to submit their bids/ proposals through following three (03) ways as specified in the Procurement Documents before the relevant deadline ; (i) By post under registered cover or through a courier to reached at the tender box before closing the tender. (ii) Personal delivery to the officer authorized to receive such bids/proposals ; or **(iii)** Depositing in the sealed Bid/Proposal Box, keeps in the **Municipal Secretary's Office, Colombo Municipal Council, Town hall, Colombo 07.** The inner and outer envelopes shall bear the following identification marks[9]: Bids for **Procurement of Supply Implementing An Online payme System for Advertisement Services** **Bid No : CPD/24/0002/2026** 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.** 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. BIDDERS or their authorized representatives are allowed to be present at the time of opening of the bids.

[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*

ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention[10] : **Municipal Commissioner Address[11]: Colombo Municipal Council , Municipal Secretary's Office , Town hall ,Colombo 07** The deadline for the submission of bid is **:** **Date: …….** **Time[12]: 10.00 a.m.**
ITB 26.1	The bid opening shall take place at: Colombo Municipal Council **Address: Municipal Secretary's *Department, Colombo Municipal Council, Town hall, Colombo 07*** **Date: …….** **Time: 10.00 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: (*list the factors and methodology)* *I) Completeness of Bidder's bid submission from with Authorized signature (ITB 12.1)* *II) Bid guarantee/ security shall be describe in the BDS* *III) Comply to the all the terms, conditions &specifications of the bid document.*

[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*
[13] Insert only if required

	IV) 1. Comply with key provisions of the specifications & Conditions *2. comply with delivery period.(Delivery Shall be according to the delivery schedule)* *V) Price schedule shall be according to the section IV of Bid forms.* *VI) Check samples / test reports to comply according to the specifications & expected quality.* *VII) Quality of the product / material.* *VIII) Availability of PCA (3) Certificate if relevant.* *IX) Price Comparison.* *X) Availability of Non Collusion Affidavit .* *XI) Comply with the Section " E" Acceptance Criteria of the specifications.*

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 Procurement of Supply Implementing An Online payment System for Advertisement Sercices (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. Availability of Non- collusion Affidavit mandatory (form attached) (Yes/ No)
7. All other requirements mention in the specification sheet.

If Qualified

Step 02

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

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

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

8.3 Comply with key provisions of the specifications & Conditions

- comply with delivery period.(Delivery Shall be According to the delivery schedule) …….. (Yes / No)

Bidder shall Supply of Implementing An Online payment System for Advertisement Services

-

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)

Step 03

If Qualified

6 Price Comparison …… (Yes / No)

Section IV. Bid Forms

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/24/0002/2026**

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 **Supply ,**
Implementing An Online payment System for Advertisement Services

(c) The total prices of the bid for **Supply, Implementing An Online payment System for Advertisement** without VAT, including any discounts offered is (mentioned in the price schedule - Page 29)
Rupees …….

(d) The total prices of the bid for **Supply, Implementing An Online Payment System for Advertisement Services** including VAT, including any discounts offered is (mentioned in the price schedule - Page 29)
Rupees …….

(e) If the bid will be offered I/We accepted to supply of **Implementing An Online Payment System for Advertisement Services** 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; **150 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]***

Colombo Municipal Council

PRICE SCHEDULE- ……. **No. CPD/24/0002/2026**

Item No.	Description	Unit of Measure	Development Cost Rs.(without Vat)	18% VAT	Development Cost Rs.(without Vat)	Post Warranty Charges after 24 months of warranty Period of Vat		
						01 Year	02nd Year	03rd Year
1.	**Supply of Implementing An Online payment System for Advertisement Services** (Bidders special Attention shall be drawn to section "C-3" of the specification)	01 Nos						

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 **150 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

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)

Section V. Schedule of Requirements

Contents

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

2 . Technical Specifications ……

3. Required sample List ……

3. Inspections and Tests ……

2. TECHNICAL SPECIFICATIONS

DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF AN ONLINE ADVERTISING RESERVATION, APPROVAL AND REVENUE MANAGEMENT SYSTEM

1. General Information

Authority: Colombo Municipal Council (CMC)

Scope:

This specification defines the technical, operational, regulatory, and compliance requirements applicable to advertising activities within the administrative limits of Colombo Municipal Council.

Purpose:

This document sets out the technical, regulatory, and operational specifications governing all forms of advertising within the limits of Colombo Municipal Council. It shall apply to all physical and digital advertising media installed, displayed, erected, or operated in public or private spaces requiring prior approval from CMC.

Note:

- These specifications shall be read in conjunction with the attached CMC Requirements (**Annexure 01**).
- These specifications shall also be read together with the applicable procedures, rates, fees, and charges for advertising on LED boards and billboards (**Annexure 02**).

SECTION A – FUNCTIONAL REQUIREMENTS

1. Overall System Design and Approval Workflow

- The system shall provide a facility for tentative booking of advertising locations. If such bookings are not confirmed through payment within the prescribed period, the booking shall be automatically cancelled.
- The system shall provide application forms for advertisements for online completion and submission, or for download, completion, and re-upload, together with geo-location details and photographs.
- Upon approval, Colombo Municipal Council shall be able to notify the relevant applicant via email and/or SMS. (The SMS portal will be provided by CMC.)
- The system shall provide a facility to issue and upload approved documents to the applicant through the system.
- The applicant shall be able to acknowledge and accept approvals through the system.
- The system shall support a multi-level approval workflow as defined in Annexure 2 or as instructed by CMC from time to time.
- Upon acceptance of approval by the applicant, the system shall reserve the specified location for a defined period until payment is completed. The reservation period shall be specified by CMC.

- If payment is not completed within the specified period, the reservation shall be automatically cancelled and the location shall be made available for booking.
- The system shall support multiple payment methods, including online payments, bank deposits, and cheque payments.
- For cheque and bank payments, the system shall provide facilities to record, upload, track, and verify such payments. Payment status shall be updated only after confirmation by authorized officers.
- The system shall enable online payments through the CMC-provided payment gateway following approval.
- All financial transactions shall be time-stamped and non-editable after confirmation.
- The workflow shall be configurable by CMC without requiring source code modifications.
- Each approval step shall record the officer's name, designation, date and time, remarks, and decision taken, and shall be maintained as part of the audit trail.
- The system shall include automated escalation and reminder mechanisms for pending approvals.
- The system shall support rejection and resubmission workflows.
- The system shall allow attachment of legal, technical, and site inspection comments and documents at relevant stages.
- The system shall enforce workflow integrity by preventing bypassing or skipping of approval levels.
- Upon submission of an application, the system shall send step-by-step status updates to the applicant via email and/or SMS.
- The system shall send automated notifications prior to expiry of reservations or payment deadlines.
- The system shall enable Colombo Municipal Council to communicate individually with each client through their respective user accounts, including notifications, messages, and document sharing.

2. Document Submission and Management

- The system shall allow applicants to upload all required supporting documents during application submission.
- Officers shall be able to view, download, verify, and comment on all uploaded documents through the system.
- The system shall maintain a complete document history for each application, including all versions, uploads, and modifications.
- The system shall link all documents to the respective application and approval stages for traceability.
- The system shall ensure that document access is controlled based on user roles and permissions.

3. Payment Processing and Revenue Reconciliation

- The Contractor shall integrate the system with the payment gateway provided by Colombo Municipal Council. The payment gateway shall comply with the Payment Card Industry Data Security Standard (PCI DSS) to ensure secure processing, storage, and transmission of cardholder data.
- The Contractor shall not store, process, or retain any cardholder data within the system.
- The Contractor shall ensure that the integration with the CMC payment gateway is secure and compliant with applicable security standards and best practices.
- If any security risk, vulnerability, or non-compliance related to the payment gateway or its integration is identified during design, development, or implementation, the Contractor shall immediately notify Colombo Municipal Council in writing and recommend appropriate mitigation measures.
- The Contractor shall not proceed with integration or deployment if critical security risks are identified without prior written approval from CMC.
- All payments shall be credited directly to official bank accounts designated by Colombo Municipal Council.
- Payment confirmation shall be received directly from the payment gateway through secure APIs or webhooks, and such confirmation shall be treated as the authoritative record of successful payment.
- Manual payment methods (including bank deposits and cheques) shall require verification and approval by authorized officers before being marked as confirmed within the system.
- The system shall generate unique, system-controlled receipt numbers for all confirmed payments.
- The system shall generate daily reconciliation reports comparing system records with bank statements and payment gateway transactions, and any discrepancies shall be clearly identified.
- All refund, cancellation, ~~dishonoured cheque~~, and failed payment transactions shall be recorded, tracked, and maintained with a complete audit trail, including user actions, approvals, timestamps, and reasons.
- No booking, reservation, approval, or permit shall become valid or effective until full payment has been confirmed through the system.
- Any discrepancy identified during reconciliation shall be flagged and resolved before the related transaction is finalized.

4. Reporting and Dashboard Management

- The system shall provide role-based dashboards for different user categories, including administrative, finance, planning, and management users.
- The system shall provide summary dashboards for senior management (e.g., Mayor/Commissioner), displaying key performance indicators (KPIs), revenue summaries, and operational highlights.
- Dashboards shall display real-time and summarized indicators, including applications received, approvals, pending cases, payments, revenue collection, expiring permits, and system alerts.
- The system shall provide graphical and tabular representations, including trends, summaries, and location-based visualizations (GIS), to support monitoring and decision-making.
- Dashboard content shall be configurable based on user roles and requirements of Colombo Municipal Council.
- The system shall generate standard reports, including but not limited to:
    - Application status reports
    - Approval and rejection reports
    - Revenue collection reports
    - Outstanding and pending payment reports
    - Location-wise and advertisement-type-wise reports
    - Expiry and renewal reports
- The system shall allow users to generate customized reports based on filters such as date range, location, advertisement type, applicant, and status.
- The system shall support export of reports in commonly used formats such as PDF and Excel.
- The system shall maintain historical data and enable trend analysis for revenue, applications, and approvals.
- The system shall ensure that all reports are generated from verified and reconciled system data.
- The system shall provide audit-related reports, including user activity logs, approval history, and payment transaction logs.

5. GIS / Location Mapping

- The system shall provide map-based functionality for marking and managing advertisement locations.
- All locations shall be captured using GPS coordinates in WGS84 format.
- The system shall allow users to view existing nearby advertisements on the map.

- The system shall prevent duplicate or overlapping bookings for the same or proximate locations.
- The system shall maintain location status and history, including available, reserved, approved, expired, suspended, and removed statuses.
- The system shall allow uploading and attaching site photographs at relevant stages, including prior to approval and after installation.
- The system shall enforce validation to prevent duplicate or overlapping bookings.

6. Advertising Inventory and Formats

Applicable advertising formats include:

I. LED Boards
II. Hoarding boards illuminated
III. Hoarding boards non-illuminated
IV. Display boards illuminated
V. Display boards non-illuminated
VI. Name boards illuminated
VII. Name boards non-illuminated
VIII. Tri vision boards

- The above-mentioned types of advertisements shall be published in tender basis and personal location basis.
- If the advertisement is offered through a tender process, it shall be linked with the CMC web system.
- Locations wise there are two types:
    - CMC locations.
    - Private locations.
- CMC advertisement locations and private locations shall be defined separately & very clearly.
- Advertising per Sq. ft. rates and the calculations & the Geo locations will be provided by CMC to the selected responsive bidder.
- The system shall display advertising locations with relevant details, including images and geo-location information.
- Contractor shall provide administrator, finance, officer, and end-user training with manuals.

SECTION B - NON- FUNCTIONAL REQUIREMENTS

1. Performance Requirements

- Expected number of users/applications per month- The system shall be designed to support **minimum 5,000 registered applicants**, with capacity to process **at least 2,000 applications per month** initially, scalable to **10,000 applications per month** without major redesign.
- **System performance shall be maintained under peak load conditions.**
- Concurrent users - The system shall support a minimum of **300 concurrent users** at any given time, including:
    - Public applicants
    - Internal CMC officers
    - Finance users
    - Administrators
    - Dashboard viewers
- Response time targets

  Under normal operating load:
    - Login page load: **within 3 seconds**
    - Standard page navigation: **within 3 seconds**
    - Application submission confirmation: **within 5 seconds**
    - Search results: **within 5 seconds**
    - Payment transaction callback/update: **within 10 seconds** after gateway confirmation
    - File upload acknowledgement: **within 10 seconds** (subject to file size)

- Availability / Downtime
    - Minimum system uptime: **99.5% monthly** excluding scheduled maintenance
    - Scheduled maintenance shall be performed outside office hours where possible
    - Maximum unplanned downtime per incident: **2 hours**
    - Critical incidents shall be responded to within **30 minutes**
- Dashboard/report loading time –
    - Standard dashboard load: **within 5 seconds**
    - Monthly summary reports: **within 10 seconds**
    - Large analytical/custom reports: **within 30 seconds**
- Export to PDF/Excel: **within 60 seconds**

- Restoration Time
    - Database restoration from latest backup: **within 2 hours**
    - Full system recovery after major failure: **within 8 hours**
    - Disaster Recovery environment activation (if provided): **within 4 hours**
- Scalability

System shall allow future expansion for:

- mobile app integration
- GIS map expansion, plot on Google Earth
- AI analytics - keep provision for AI development and no action is needed at this stage
- Integration with other municipal licensing/revenue modules without re-developing the core system.

- Performance Verification

Bidder shall conduct load testing and submit reports demonstrating compliance with above requirements before Go-Live.

If bidder fails to meet performance KPIs during warranty period, bidder shall rectify at own cost within agreed Service Level Agreement (SLA)

2. Hosting/Cloud Requirements

- System hosting and backup shall be done in cloud servers
- Required Cloud server/backup configurations shall be mentioned clearly.
- Hosting location and data residency to be approved by CMC.
- Cloud provider must provide SLA, backups, firewall, monitoring, and access logs.
- Separate development, testing, and production environments.
- Direct access to the production database shall be limited to authorized personnel only, secured through appropriate access controls, and all activities shall be logged, monitored, and subject to audit by Colombo Municipal Council.
- CMC shall have admin ownership/access to hosting, domain, SSL certificates, source code, and database backups.

3. Backup and Disaster Recovery plan

- Daily automated backup minimum.
- Backup encryption.
- Backup retention period, e.g. 30/90/365 days as CMC decides.
- Regular backup restoration testing.

- Recovery Time Objective and Recovery Point Objective to be stated by bidder.
- Disaster recovery procedure to be submitted and tested before handover.
- Backup Requirements
    - Automated daily full backup and periodic incremental backups
    - Backup success/failure alerts mandatory
    - Backups retained as per CMC policy

4. Security Requirements

- The system shall implement Role-Based Access Control (RBAC) for all user categories, including applicants, Mayor/Municipal Commissioner, Director Engineering (City Planning), Municipal Treasurer, administrators, auditors, and other authorized users.
- The system shall enforce a strong password policy, including complexity requirements, password expiry, and account lockout after defined failed login attempts.
- Administrative access shall be secured using Multi-Factor Authentication (MFA), requiring an additional verification step beyond passwords.
- Multi-Factor Authentication (MFA) shall be enforced for all Colombo Municipal Council officers accessing the system.
- All communications between users and the system shall be secured using HTTPS with SSL/TLS encryption.
- All sensitive data shall be encrypted both in transit and at rest.
- Sensitive data shall not be exposed in logs, URLs, or error messages.
- The system shall maintain a complete audit trail for all critical activities, including application submission, approvals, rejections, payment updates, document uploads, and user logins.
- Audit logs shall be tamper-proof and accessible only to authorized personnel.
- Privileged access shall be controlled based on the principle of least privilege, and access rights shall be assigned, reviewed, and approved based on user roles and responsibilities.
- The system shall enforce session timeout and automatic logout after a defined period of user inactivity. The timeout duration shall be configurable by CMC, and users shall be required to re-authenticate after session expiry.
- The system shall implement protections against common web application vulnerabilities, including those identified in the OWASP Top 10 (e.g., SQL injection, cross-site scripting (XSS), cross-site request forgery (CSRF), insecure file uploads, and broken access control).
- The Contractor shall conduct vulnerability assessment and penetration testing (VAPT) prior to go-live and submit the report to CMC.
- An independent security assessment shall be carried out by Sri Lanka Computer Emergency Readiness Team (SL CERT) or a CMC-approved equivalent body prior to system deployment.

- The Contractor shall ensure timely application of security patches, updates, and fixes during the warranty and maintenance periods.
- The Contractor shall clearly specify any security-related dependencies or requirements from CMC necessary for the successful implementation of the system.

5. Legal and Audit Compliance

- The system shall comply with applicable Sri Lankan laws, municipal by-laws, financial regulations, audit requirements, and data protection requirements.
- All revenue-related actions shall be traceable and non-editable after confirmation.
- Any correction/reversal shall require higher-level approval with reason recorded.
- All application data, user data, transaction records, reports, configurations, and documents shall remain sole property of Colombo Municipal Council.
- All system logs and records shall be retained for a minimum period as specified by CMC and shall be made available for audit upon request.

6. User Interface (UI) and User Experience (UX) designs

- The Contractor shall submit detailed User Interface (UI) and User Experience (UX) designs to Colombo Municipal Council for review and approval prior to commencing development.
- The submission shall include screen layouts, navigation flow, form designs, dashboards, reports, and mobile-responsive views for all major modules of the system.
- Development work shall not commence until written approval of the UI/UX designs is obtained from CMC.
- Any subsequent changes to approved UI designs shall require prior written approval from CMC.
- The Contractor shall revise and resubmit UI designs based on CMC feedback until final approval is granted.

7. Open-Source and Third-party Tools

- All third-party libraries, frameworks, plugins, and APIs shall be declared.
- Open-source licenses must be compatible with government use.
- No component shall create vendor lock-in or hidden annual cost.
- Any paid services, APIs, SMS charges, hosting, maps, email, SSL, domain, storage, or monitoring costs shall be clearly listed.

8. Source Code Ownership and Handing Over

- Full source code shall be handed over through a private Git repository.
- CMC shall receive complete technical documentation, database schema, API documentation, deployment guide, and admin manual.
- CMC shall receive build/deployment instructions sufficient for another qualified developer to maintain the system.
- Source code shall be free from hidden licensing restrictions.

9. General System Requirements

- Bids shall be submitted under the Single Stage – One Envelope procurement method, in accordance with applicable procurement guidelines.
- Obtained PCA 3 sheet shall be attached if the project cost is more than LKR 5 million.
- Project shall be completed within five (05) months from the date of issuing the Purchase Order.
- Contractor shall maintain confidentiality of all municipal data and applicant information.
- Upon termination or completion, contractor shall hand over all source code, databases, documents, credentials, and latest backups within 14 days.
- Any requirement outside approved scope shall be handled through written change request procedure approved by CMC.
- The system shall be built using modern, industry-standard technologies to ensure high performance, scalability, and maintainability. Faster processing, better security, and long-term adaptability to future enhancements is expected.
- The application shall follow a mobile-friendly approach for core user functionalities. However, certain complex features (e.g., admin controls or data-heavy views) may be optimized for desktop use only to maintain usability and security.
- The Contractor shall provide deployment and rollback procedures for system updates.
- The system shall provide facilities to upload documents on a client-specific and common basis.
- Shall be able to generate the customized reports at any given time as per the CMC requirements.
- Liquidated damages shall be levied at 0.1% of contract price per week of delay, subject to a maximum of 10%.
- Facility to capture client complaints shall be available.
- No third-party components that require paid upgrades, subscriptions, or recurring license fees shall be embedded in the system without prior written approval from Colombo Municipal Council.
- Only core system upgrades shall be chargeable. All supporting tools, frameworks, and dependencies shall be based on open-source software (OSS) or provided free of charge (FOC), unless otherwise approved by Colombo Municipal Council.

SECTION C – COMMERCIAL TERMS & SERVICE LEVEL AGREEMENT

1. Payment Milestones

- 80% of the contract price shall be payable upon successful completion of the system, User Acceptance Testing (UAT), and formal acceptance by Colombo Municipal Council, followed by production go-live.
- The remaining 20% shall be retained as retention money and shall be released after the successful completion of the 24-month warranty period, subject to satisfactory system performance and fulfillment of all contractual obligations.
- Release of final payment shall be subject to resolution of all identified defects and submission of required documentation.

2. Intellectual Property and Ownership

- All custom-developed software, source code, configurations, database structures, documentation, reports, and related deliverables developed under this contract shall become the property of Colombo Municipal Council upon fulfillment of the payment conditions specified in this contract.
- Upon release of the first payment, the Contractor shall grant CMC a perpetual, irrevocable, non-exclusive, royalty-free license to use, modify, enhance, and maintain the system without any additional cost.
- Upon final payment, full ownership of the custom-developed source code and system shall vest with CMC, including the right to modify, extend, integrate, or transfer the system to third parties for maintenance or further development.
- The Contractor shall provide full access to the source code through a private repository, along with all necessary documentation, including system architecture, database schema, API documentation, and deployment procedures.
- The Contractor shall not restrict CMC from engaging third-party service providers for maintenance, support, or enhancement of the system.
- The Contractor shall ensure that all components developed under this project are free from any licensing restrictions that would limit CMC's usage, modification, or future expansion of the system.
- Any third-party components, libraries, or tools used in the system shall be properly licensed, and their usage shall not impose additional financial or operational obligations on CMC beyond what is declared in the bid.
- The Contractor shall indemnify CMC against any intellectual property infringement claims arising from the use of the developed system or its components.

- The Contractor may retain the right to reuse general-purpose frameworks, tools, or non-specific modules developed independently; however, such reuse shall not restrict or limit the rights granted to CMC under this contract.

3. Warranty Period, Call Support and Maintenance

- Warranty period shall be minimum 24 Months, after the completion of the project and hand over to CMC.
- 24x7 call support shall be available during warranty period.
- The vendor shall provide a ticketing system to log issues and this system shall accessible to designated users of CMC
- For any breakdown of the system, it shall be attended within 4 hours remotely or physically and shall rectify the issue within 24 Hrs/minimum possible time as mentioned below.

Issue Type	**Response Time**	**Resolution Time**
Critical – system down / payment failure	30 mins	4 hours
High – approvals not working	1 hour	8 hours
Medium – report issue	4 hours	2 working days
Low – minor UI bug	1 working day	5 working days

- Development cost and maintenance cost shall be mentioned separately.
- The vendor shall provide a cost for a 100 man days that will be utilized after GoLive to add new features. Required payments shall be made after utilizing the specified man days.
- There is a warranty period of 24 months, maintenance starts after that.
- Post-warranty maintenance charges (For 3 years) shall be clearly stated. It will be considered while evaluating the bids.
- No software license renewals will be borne by CMC. All costs shall be included in maintenance cost.

3. Annual Maintenance Cost of the System

The annual maintenance cost shall include corrective, preventive, adaptive, security, helpdesk, backup, performance tuning, and minor enhancements, technical support, backup/restore support, performance tuning, minor configuration changes, and updates required for stable operation of the system. No separate charges shall be payable for defects or faults arising from the contractor's software.

Any defect attributable to original design, coding, database structure, security weakness, or failed integrations shall be rectified by the contractor without additional cost.

Maintenance Scope

The annual/post-warranty maintenance charges shall include, but not be limited to, the following:

- Corrective maintenance including bug fixing, broken workflows, payment callback failures, report errors, login/account issues, dashboard malfunctions, and notification failures.
- Security maintenance including OS/framework patching, dependency updates, SSL support, vulnerability remediation, and urgent cyber incident response.
- Preventive maintenance including health checks, log reviews, database tuning, backup verification, storage cleanup, scheduled maintenance, and performance monitoring.
- Operational support including user account assistance, configuration support, workflow parameter changes, notification template changes, and report scheduling support.
- Backup and Disaster Recovery support including backup monitoring, restoration assistance, disaster recovery support, and recovery drills.
- Minor enhancements shall be limited to changes that can be implemented without significant impact on system design, database structure, or core functionality. Such changes may include text or content updates, minor report modifications, adjustments to approval sequences, dashboard layout changes, and the addition of minor form fields, provided that they do not require major redesign, development of new modules, or significant changes to the system architecture. The scope of minor enhancements shall be subject to prior approval by Colombo Municipal Council.
- Helpdesk support through phone, email, remote access, and on-site support when required.

Chargeable Items (Only with Prior Approval)

The following may be separately quoted and undertaken only with prior written approval of Colombo Municipal Council:

- New mobile applications
- Entirely new modules
- Major redesigns
- New third-party integrations
- AI analytics modules
- Complete workflow restructuring

SECTION D – BIDDER QUALIFICATIONS

- The bidder shall be a duly registered software development company with a minimum of five (5) years' experience in the software development field.
- The bidder shall demonstrate the capability to further develop, enhance, and expand the proposed system in future phases in accordance with the requirements of Colombo Municipal Council.
- The bidder shall have registered local presence in Sri Lanka or an authorized local representative capable of support services.
- The bidder shall have successfully completed at least two comparable enterprise or government systems within the last five (5) years.
- The bidder's development team shall consist of qualified local software engineers. Curriculum Vitae (CVs) of key personnel proposed for the project shall be submitted with the bid.
- Certified copies of all relevant registration documents, experience records, and supporting evidence relating to the above qualifications shall be submitted together with the bid.
- The bidder shall have proven experience in delivering, implementing, and maintaining live projects or products of international standard. Such experience shall demonstrate the bidder's capability to provide solutions meeting recognized standards in **performance, security, scalability, reliability, and user experience**.

SECTION E – ACCEPTANCE CRITERIA

Bid Evaluation Methodology

Criteria	Weight
Technical Compliance	40%
Experience	20%
Support Capability	10%
Financial Proposal	30%

- Shortlisted bidders shall demonstrate proposed solution architecture, workflow capability, security controls, and support model upon CMC request.

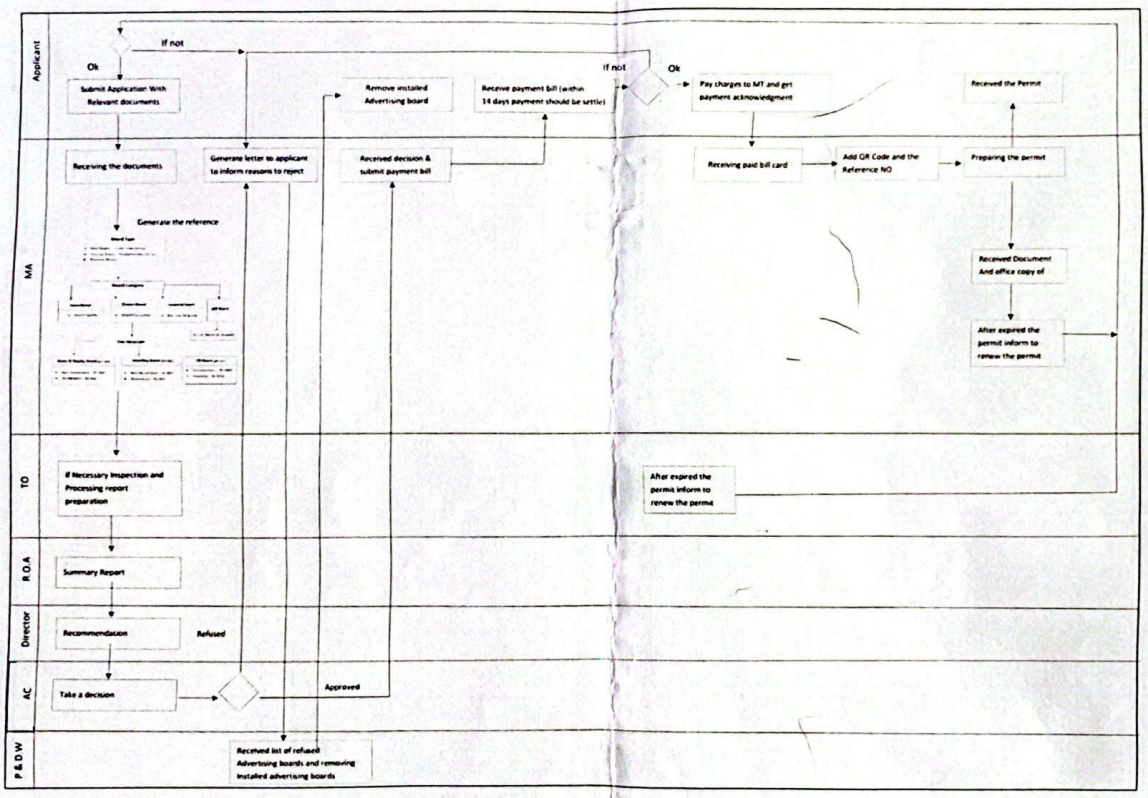
Acceptance Testing of the Product

- User Acceptance Testing by CMC before final handover shall be done.
- Test cases shall cover application submission, approval, rejection, payment, receipt, reports, booking cancellation, dashboard, notifications, and audit log.
- Security test report shall be submitted.
- Performance test report shall be submitted.

DUPLICATE DOCUMENT

Annexure 02

Regarding the Procedure and charges for Advertising on LED & billboards

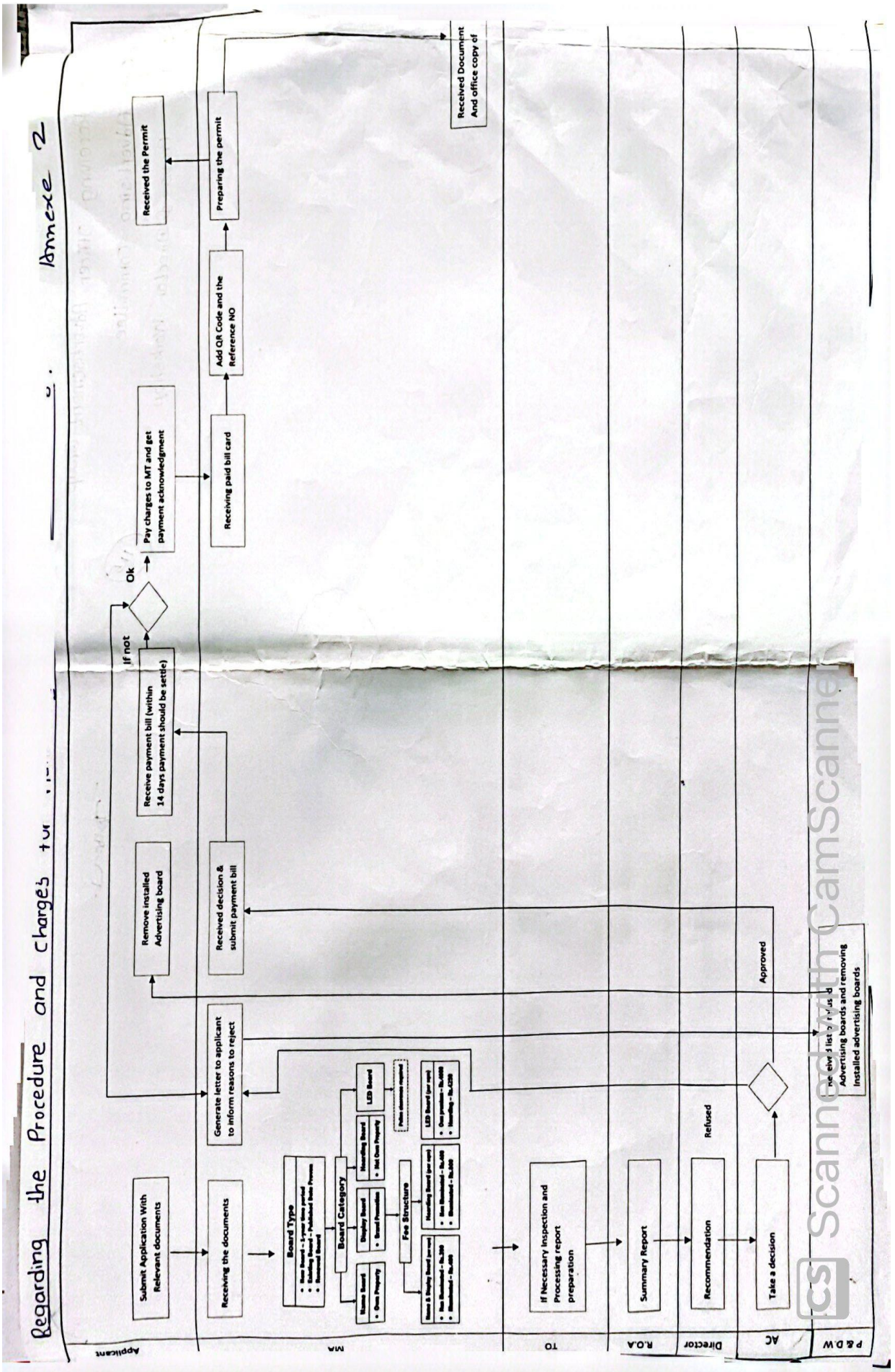


R .O. A – Receiving Officer Advertisement group

A. C – Advertising Committee

P & D .W – Press & Director Workshop

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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 as per the requirement.

Section VI . Conditions Of Contarct

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[14]: **Colombo Municipal Council**
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are[15]: *According to the requirement of locations*
CC 8.1	For **notices**, the Purchaser's address shall be: Attention[16]: Municipal Commissioner Address: Colombo Municipal Council Telephone: 2686369 Facsimile number: 2662329 Electronic mail address*:* *caccproc@colombo.gov.lk*

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

CC 15.1	**Method of Payments** Payments shall be done in accordance with the Section C-1 of the specifications. • 80% of the contract price shall be payable upon successful completion of the system, User Acceptance Testing (UAT), and formal acceptance by Colombo Municipal Council, followed by production go-live. • The remaining 20% shall be retained as retention money and shall be released after the successful completion of the 24-month warranty period, subject to satisfactory system performance and fulfillment of all contractual obligations. • Release of final payment shall be subject to resolution of all identified defects and submission of required documentation. **Section B- 8** • Full source code shall be handed over through a private Git repository. • CMC shall receive complete technical documentation, database schema, API documentation, deployment guide, and admin manual. • CMC shall receive build/deployment instructions sufficient for another qualified developer to maintain the system. • Source code shall be free from hidden licensing restrictions.
CC 17.1	**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 a amount equivalent to **10% of the total contract value (excluding of Vat)** 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. Format attached Annexure 02) **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. (please see Annexure 04)

	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 ……
CC 25.1	The inspections and tests shall be[17]: 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 . The selected supplier shall supply the agreed items strictly in accordance with the specifications and samples. Your earlier printout sample should be attached.
CC 25.2	The Inspections and tests shall be conducted a[18]t: at CMC when the time of delivery.
CC 26.1	**The Liquidated damages** Liquidated damages shall be levied of 0.1% of the contract price per week of delay, subject to a maximum of 10%

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

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement
2. Performance Guarantee/Security
3. Non- collusion Affidavit mandatory (annexure -03

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: _____

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 III of Chapter 01

Non-collusion Affidavit

(Procurement Guideline Reference – 1.5)

The undersigned ……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 Affirmant 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

The legal charges will be applicable as follows.

Professional frees recovered in the year 2026	
Value of the deed or agreement	Professional fees in the year 2026 Charges + 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	25,000 /- + 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 – A

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