

DUPLICATE



COLOMBO MUNICIPAL COUNCIL

INVITATIONS TO BID

Municipal Commissioner of Colombo Municipal Council invites sealed bids for the following supply of services and works from eligible and qualified bidders.

Serial No.	Tender No.	Description	Non-Refundable Fee Rs.	Value of Bid Security Rs.	Eligibility of Tenders/ Bidder	Contact Person for further details
01	ME/ME/ML/131/2024	Maintaining Lighting System, Power Distribution Panels at Crow Island Beach Park	1000.00 + vat	Not less than 2% of the total bid price (excluding taxes) for 2 years period	Contractors having experience in similar type of work during past 05 years with company registration	Dir. Eng. (LMED) 011-2695475

Procurement document (Original & Duplicate) could be obtained by **two methods**.

Method 01 - Download from the **CMC** website (www.colombo.mc.gov.lk).

1. Non-refundable Procurement document fee as mentioned above can be paid by following method.
 - a) Any People's Bank branch to credit **People's Bank, Town Hall branch, Acc No: 167-1-001-6-3169425 of Colombo Municipal Council.**
 - b) Payment counters of following Municipal premises of Colombo city limit from 9.00 a.m. to 2.00 p.m. on week days.

➤ **District Office 04**
No: 147, High Level Road,
Kirulapone,
Colombo 06.

➤ **Drainage & Water Supply Division**
Maligakanda,
Colombo 10.

11. It is mandatory to attach the original receipt / slip with the Procurement document.
111. Bidders who collected the Procurement documents from the web site shall inform following details by e- mail the dirproj@Colombo.mc.gov.lk

1. Name and address of the Company.
2. Contact telephone number and e mail address.

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Method 02 - Collect from Town Hall Premises.

Procurement document could be obtained from the office of Project Management Division of Municipal Engineer's Department, Colombo Municipal Council, Town Hall, Colombo 07 on submission of a written request during working days from 9.00 a.m. to 3.30 p.m. till 10.00 a.m. 21/05/2025, upon payment of nonrefundable Procurement document fee as stated in the tender notice to the Shroff counters of Town Hall Premises.

- a) The payments has to be made on or before 10.00 a.m. on 21/05/2025.
- b) Value of unconditional on demand bid bond / security shall be valid till 210 days from the date of closing bids. Bid bond / Security shall be valid till 18/12/2025. Offer shall be valid till 18/11/2025. Bid security deposit in cash or Bid security guarantee obtained from Insurance companies will not be accepted.
- c) The ORIGINAL duly filled sealed Procurement documents with the DUPLICATE shall be deposited in the Tender box kept at the Municipal Secretary's Department, Town Hall, Colombo 07 on or before 10.00 a.m. on 22/05/2025.
- d) The Tender will be closed at 10.00 a.m. on 22/05/2025 and bids received after closing time will be rejected and bids will be opened immediately thereafter at the 1st floor of Colombo Municipal Council, Town Hall, Colombo 07. If this day is declared as a Public Holiday, bids will be closed at 10.00 hrs. on the following working day. The bidders or authorized representatives are allowed to be present at the opening.
- e) Detailed invitation for bids will be issued with the Procurement documents. Bidders whose bids are over Rs. 5.0 Million should submit PCA 3 after registration with the Public Contract Registrar.

Palitha Nanayakkara
MUNICIPAL COMMISSIONER,
COLOMBO MUNICIPAL COUNCIL.

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SECTION - 01

Instructions to Bidders

1. Eligible Bidder

This invitation of bid is open for bidders possessing the qualification, capacity and remarkable experience in providing this type of work. Bidder shall provide such evidence to prove their eligibility satisfactory to the employer. The employer is the Colombo Municipal Council on behalf of the Mayor or the Municipal Commissioner and their successors in office who employ the contract for providing service.

2. One bid per bidder

Each bidder shall submit only one bid for the service either by himself or a partner in a firm. A bidder who violates the above will be disqualified and his bid will be treated as non-responsive.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation & submission of the bid and the Council will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

4. Site Visit

The bidder is advised to visit and examine the area providing the service and relevant items and obtain for himself about his own responsibility all information that may be necessary for preparing the bid. The costs of visiting the site shall be at the bidder's own expense.

5. Clarification of procurement documents

A prospective bidder requiring any clarification may notify the employer in writing or by fax to the Director Engineering (Lands & Environmental Development Division) on 011-2695475 or at the address indicated in the bid.

The employer will respond to any request for clarification which he receives from all parties who have collected the procurement documents, before 07 days to the deadline for submission of bids.

The contractor shall deem to have satisfied himself before submitting his bid as to the accuracy.

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6. Log Book

The contractor shall maintain a log book at the park office during the execution of the contract. The log book shall be available to be inspected by Colombo Municipal Council staff at any time.

7. Amendment of Procurement Documents

At any time prior to the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the procurement documents by issuing addenda.

Any addendum thus issued shall be part of the procurement documents pursuant and shall be communicated in writing or by facsimile to all purchasers of the procurement documents. Prospective bidders shall acknowledge receipt of each addendum by facsimile to the Director Engineering (Projects Management Division) on 011 - 2692403

To afford prospective bidders to have a reasonable time in which to take an addendum into account in preparing their bids. The Employer may extend as necessary the deadline for submission of bids.

8. Bid Prices

The Bidder shall indicate the amount in rupees (per month) that he/she is expected to be paid by the Colombo Municipal Council.

9. Bid Validity

Bids shall remain valid till 18.11.2025

10. Bid Security

The Bidder shall furnish, as part of his bids, a bid security for the value not less than 2% of the total Bid price (excluding taxes) to Colombo Municipal Council for 2 years period. This bid security shall be in the form of on demand unconditional bank acceptable to the Employer, written in the name of Municipal Commissioner, Colombo Municipal Council.

Bid security shall be valid till 18.12.2025

Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as **non-responsive**.

The bid Securities of unsuccessful bidders will be returned after the successful bidder has signed the agreement and furnished the required performance security.

The bid security may be forfeited,

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- (a) If the bidder withdraws his/her bid during the period of bid validity.
- (b) If the bidder does not accept the correction of arithmetical errors of his /her bid price.
- (c) In the case of successful bidder, if he fails within the specified time limit to
 - (i) Sign the agreement
 - (ii) Furnish the required performance security.

11. Format and signing of bids

The bidder shall prepare one original and one copy of the bid documents using the procurement documents issued and submit them along with an acceptable bid security. The envelope containing the bid documents shall be clearly marked "Original" and "Duplicate" as appropriate. In the event of discrepancy between original and duplicate, the original shall prevail.

Both envelopes shall be enclosed in a sealed envelope and mark on the top left-hand corner as "**Bid for Maintaining Lighting System, Power Distribution Panels at Crow Island Beach Park**" and addressed to Municipal Commissioner, Colombo Municipal Council, Colombo 07. All envelopes shall be stamped with the company seal.

- (a) The bids shall contain no alternations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons signing the bids.
- (b) Alternation of procurement documents will be considered as non-responsive and such bids will be rejected.

12. Deadline for Submission of Bids

Bids shall be deposited in the tender box at Municipal Secretaries Department , Colombo Municipal Council , Town Hall – Colombo 07 on or before 10.00 hours on ... 22. 05. 2025

Bids sent by post will also be rejected.

The Employer may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligation of the Council and the Bidders previously subject to the original deadline will thereafter subject to the deadline as extended.

13. Late Bids

Any bids received by the Employer after the deadline for submission of bids prescribed above will be rejected and returned unopened.

14. Opening of bids

The tender box will be opened immediately after the closing of Bids.

15. Detailed Bid Evaluation

Substantially responsive bids will be evaluated by the Bid Evaluation Committee for consideration and acceptance. The negotiations would be held if necessary on the contents of the Bid.

If the selected bidder and the Employer fails to reach an agreement during negotiations, the Employer reserves the right to reject the same and proceed to consider the financial proposals of the next highest bidder who has been selected for detailed evaluation.

16. Employer's right to accept any bid and reject any or all bids.

The employer reserves the right to accept or reject any bid or part of the bid and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the employer's action.

17. Notification of Awards

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will issue a Letter of Acceptance to the successful bidder to indicate the acceptance of his/her bid. This letter shall state the monthly amount to be paid to the Colombo Municipal Council to the contractor, in consideration of the Maintaining Lighting System, Power Distribution Panels at Crow Island Beach Park. (Thereinafter and in the conditions of contract called "the contract price")

Unless and until a formal agreement is prepared and executed, the accepted bid of the contractor together with the Letter of Acceptance shall constitute a binding contract between the contractor and the employer.

18. Signing of agreement

- 18.1 The agreement will incorporate the Memorandum of Understanding if any between the Employer and the successful bidder and shall be signed by the Employer and the successful bidder.
- 18.2 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the procurement documents, incorporating all agreements between the parties.
- 18.3 The employer shall notify the successful bidder of the date, time and venue for the signing of the agreement. The agreement shall be signed within 28 days of the letter of acceptance.

19. Performance security

Within 14 days of receipt of the Letter of Acceptance from the employer, the successful bidder shall furnish to the employer on demand unconditional performance security in the form of a guarantee obtained from a reputed bank operating in Sri Lanka and accepted by the Treasury for acceptance of Guarantees, to an amount of, 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 02 years and valid for 02 years and up to 28 days from the end of contract period.

20. Government imposed changes in taxes etc.

The bidder has to take into account the future inflation and increase in wages during preparation of the bid. Government taxes such as VAT must be indicated separately in the bid.

Bid price shall not be adjusted for the rise and fall of the cost of fuel, materials, labor, equipment, machinery, plant etc.

21. Modifications

The authorized officer shall be entitled to issue instructions to the contractor in writing in relation to all or any of the following.

To omit any part of the service or to cease to provide any part of the service during such times and for such period or periods as the authorized officer may determine.

To provide such services additional to the service as the authorized officer may reasonably require, provided that such additional service shall be same as or similar to the service.

22. Contractor's obligations

During the contract period, contractor shall provide the service in a proper and skillful manner conforming to the contract standard to be in accordance with the written instructions and to the entire satisfaction of the authorized officer.

Should the contractor require any further instruction or information for or in connection with the performance of the service, the contractor shall make a written application for the same to the authorized officer in which the requirement is stated in adequate details.

23. Payments

The contractor shall submit their monthly bill before the 10th day of the following month.

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24. Termination

If the Contractor commits a breach of any of the conditions of the contract under the contract, the Council have full right and authority to terminate the contract without giving any notice to the contractor.

25. Recovery of damages.

The council shall have the right and authority to take legal action for the recovery of damage caused to the council, during execution of the service.

26. Details of Electrical Items available. (Except Restaurant)

(These details are only for approximate assessments. The contractor should ensure all items by visiting personally.)

- A. 01. Tube lights
- 02. Gang Switch
- 03. Wall Fans / Ceiling fans
- 04. Socket Outlet
- 05. Switches including two-way switches
- 06. Flashlights 50 W
- 07. Indoor wall lamps
- 08. Pendant lamps
- 09. MCB boxes and trip switches
- 10. Bollard Lights
- 11. High Mast with Flash Lamps 200 W (LED)

- B. 01. Double arm streetlights (02 lights with 06 m posts)
- C. 02. Single arm streetlights (01 lights with 06 m posts)
- 03. Pathway Lights arm streetlights (LED Cobra head light)
- 04. Bollard Lights
- 05. Nich Lights
- Flashlights
- 06. 10 W Deck/ Cycle Shed
- 07. 20 W Deck/ Open Space
- 08. 50W in Kiosk/ Desk/ CWR
- 09. 100 W at entrance square
- 10. 200 W at viewing tower
- 11. Desk lights
- 12. Terminal Box
- Lights pots/ V.V Tower/ R. Wall/ Desk 110 x 150 x 75/ Kiosk/
Summer Hut/ Security Hut/ Desk 100 x 100 x 75/ Bollard Lights 75 x 75
- 13. Outdoor feeder pillars

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SECTION - 02

INFORMATION OF BIDDERS

1. Organizational structure

- (a) Name of Bidders :
- (b) Name of Organization :
(Individual/ Company/ Partnership or other Organization)
- (c) Telephone Number :
- (d) Fax Number :

2. Bidder's Experience

The bidder shall provide details of all current and past experience in similar operation and maintenance work . Also submit the certified copies of awarding letters of these projects.

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3. General Program of Operation

The Bidder should explain the general program of the operation of the contract and should include the following specific information and any other information, which the bidder may consider relevant.

Name and experience of the Manager proposed for this operation, and his/ her educational qualification.

number of personal likely to be employed and their educational qualification.

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Signature of Bidder:.....

Rubber Stamp :

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Conditions of the Contract for Maintaining the Lighting System and Power Distribution Panels at Crow Island Beach Park

1. This Contract shall be valid for a period of two (2) years from the date of signing. Contractor shall operate and maintain the outdoor Lighting system including the high mast, lighting and small power systems in all the buildings except the Restaurant.
2. All minor repairs, including but not limited to rectifying short-circuit damages, earth faults, re-fixing fallen light posts and bollards, replacing broken glass shades (excluding globes, with up to 10 replacements per month), and minor repairs to bollards, light poles, wiring system, timers, etc at Crow Island Beach Park, shall be carried out by the Contractor free of charge. The Contractor shall attend to and rectify any such faults immediately upon identification.
3. The Contractor shall take immediate action if any high-risk faults, such as exposed live conductors, slanted light poles that could fall, or broken glass on light poles or bollards, are identified. If the fault is minor, the Contractor shall rectify it. If the fault is major, the Contractor shall notify the Colombo Municipal Council (CMC) immediately. It is the Contractor's responsibility to ensure the park remains risk-free for its users.
4. Once every three months, Contractor shall submit a report to CMC about the existing condition of metal equipment/objects such as feeder pillars, light fittings, light poles highlighting observations on pre-mature corrosion on them.
5. Should the Contractor identify any corroded or missing nuts and bolts on light poles, they shall replace them with new stainless steel (SS304) nuts and bolts of the appropriate size, with prior approval for the cost proposal from the CMC Engineer. After fixing nuts and bolts, the Contractor shall cover them with an approved clear insulation lacquer completely to avoid contact with the salty atmosphere. Prior approval shall be taken from the relevant CMC engineer and work shall be to the satisfaction of the relevant CMC engineer/ Technical Officer.
6. Once every six months, the Contractor shall apply/renew an insulation lacquer coating over exposed terminal points (without disturbing electrical conductivity) inside all outdoor terminal boxes within light poles, bollards, socket outlets, switches, or any other locations where light points are connected to the distribution cabling system, to protect them from the salty atmosphere. Additionally, whenever the Contractor carries out repair work on the same components (outdoor terminal boxes, socket outlets, switches, or any other connections), the same coating shall be applied to conceal the exposed conductors. The work shall be completed to the satisfaction of the relevant CMC Engineer/Technical Officer.
7. Any damaged light fittings, light poles, cables, or feeder pillars shall be repaired by the Contractor, following prior approval from the Council based on a quotation with a detailed breakdown. No labor charges shall be added to the price. The Contractor shall notify the CMC immediately upon identifying such faults.

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8. The replacement of lamp fittings (such as control gear and head gear, excluding those covered under item 2) damaged due to various reasons shall require prior approval from the Council, based on a quotation. No labor charges shall be added to the price.
9. A snorkel will be provided by CMC upon the request of the Contactor for lamp fitting, bulb, control gear, head gear replacements and other minor repairs of the high mast.
10. The Contractor shall replace all non-working (burnt) bulbs, which will be supplied by the CMC. The Contractor shall test the lights daily and report any burnt bulbs to the CMC immediately.
11. Electrical panels shall be tested monthly, and any defective parts shall be replaced by the Contractor with prior approval. The Contractor shall ensure that control panel doors are always securely closed to prevent accidents and dust/salt deposition. Contractor shall wipe and clean the panels every week to prevent salt deposition in both inside and outside. Outside shall be cleaned with water every week, making sure that no water will leak inside.
12. The earth resistance of the earthing system connected to each feeder pillar shall be measured annually in the presence of a CMC officer, with results submitted to the CMC in writing. If the earth resistance exceeds 5 ohms, the Contractor shall improve soil conditions until the resistance falls below 5 ohms.
13. If the Contractor identifies or is informed by the CMC of missing or damaged components of the earthing system, including the earth rod, clamps, or cables, the Contractor shall rectify the issue at no cost to the CMC. The earth rod must be made of pure copper or copper-clad material with a copper coating of more than 250 microns.
14. If the CMC supplies any equipment or materials relevant to the existing lighting system (Including the high mast), power distribution, the Contractor shall install/fix them without any additional cost to the Council. The Contractor shall assign sufficient personnel to complete the work within the specified timeframe.
15. The Contractor shall conduct daily, weekly, monthly, quarterly, and yearly inspections of the existing lighting system and power distribution systems. Checklists will be provided, and reports shall be submitted to the park office within one day of each inspection.
16. The Contractor shall employ a capable and qualified electrician (with NVQ Level 4 or higher) on-site during the specified duty hours. The Contractor shall submit the CV of the assigned electrician and provide updates whenever changes occur. This electrician shall also be available for emergency or special events at Crow Island Beach Park, upon request by the CMC. Additional qualified electricians shall be assigned as needed on Contractor's cost, based on the work load.

DUPLICATE

17. For day-to-day operation and maintenance work as mentioned in this document, Contractor shall assign more qualified electricians and labourers whenever required on the Contractor's cost, based on the work load and the time targets for completion.
18. The duty hours of the Contractor's employees shall be from 8:00 a.m. to 8:00 p.m. every day.
19. The Contractor shall ensure that all lights are illuminated at dusk and switched off at dawn, according to pre-defined schedules.
20. The Contractor must take all necessary precautions to prevent damage to any property or injury to any person. Any losses or damages caused to the Council due to the negligence of the Contractor's personnel will be deducted from the monthly bill.
21. If the CMC personnel identify a fault, they will inform the Contractor in writing or record it in a logbook. If the Contractor fails to address minor rectifications within three days of notification, a penalty of LKR 1,000 per fault per day will be imposed.
22. The Council will not be responsible for any labor disputes between the Contractor and their employees.
23. In the event of a breach of any of the conditions outlined herein, the Council and/or the Municipal Commissioner shall have the right to terminate this agreement without notice and take legal action to recover any damages caused to the Council.
21. The Contractor shall submit daily work reports to the CMC. Deductions will be made from the monthly bill for any non-working days.

I agree to the above conditions.

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Date

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Signature of the bidder & rubber stamp

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SECTION - 04

Colombo Municipal Council - Municipal Engineer's Department
Lands & Environmental Development Division
Maintaining Lighting System, Power Distribution Panels at Crow Island
Beach Park

FORM OF BID

Description	Bid price per month to be paid to Colombo Municipal Council Rs.
Amount expected for Maintaining Lighting System, Power Distribution Panels at Crow Island Beach Park (Amount in Rupees per month)
Add : 18 % VAT	
Total per month	
Amount in words Rupees.....	

Note :

1. The above amount shall be valid for the whole contract period.
2. Conditions of the contract are attached separately, and bidders are instructed to sign and agree to the conditions separately.

Signature and name of the tenderer:

Date :

Official Rubber Stamp :

Contact numbers :

DUPLICATE

Section - 05

Qualification Information

To be completed by the bidder and submitted with the bid. In addition to attaching the relevant documents, it is mandatory to complete the summary of the relevant details in the following tables.

1. VAT Registration (True copy of registration or if not letter from Inland Revenue Department shall be attached)

Number :

2. Legal status (True copy of business registration certificate, articles of association shall be attached)

3. Authentication of signatory (Power of attorney shall be attached)

4. Value of similar nature & similar volume (or more) work performed in the last 10 years (Copies of relevant Letters of Awards and completion certificates shall be attached)

Year	Value in Rs.

5. Details of ongoing (current) projects (Copies of Letters of Award shall be attached)

	Value in Rs.	Start Date	Expected finish date
Project 1			
Project 2			
Project 3			
Project 4			
Project 5			
Project 6			
Project 7			

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6. Qualification & experience of key staff

Name	Post	Highest Qualification

Signature of bidder:

Rubber Stamp :

DUPLICATE

Section - 06

**COLOMBO MUNICIPAL COUNCIL
MUNICIPAL ENGINEERS' DEPARTMENT**

Bidding Data

1) The Employer is

Name : Colombo Municipal Council

Address : Town Hall
Colombo - 07

On whose behalf the Mayor or the Municipal Commissioner and their Successors in office.

The works consists of Maintaining Lighting System, Power Distribution Panels at Crow Island Beach Park.

Located at Crow Island Beach Park, Mattakkuliya.

2) Intended period of this work is 2 years from the date of signing the agreement.

3) The office for collection of bid forms and inspection of procurement Documents is Contracts Branch of Municipal Engineer's Department at Town Hall, Colombo 07

The non - refundable bid form fee is Rupees 1180.00
Inclusive of V.A.T.

The Bid forms will be issued until 10.00 hours on 21.05.2025

4) The registration required

Certificate of Registration of Business and Registration number

5) The following information shall be provided separately with certified copies of certificates.

- V.A.T. Registration number if any
- Legal Status (Sole Proprietor, Partnership, Company etc.)

DUPLICATE

- Authentication for signatory
 - Experience in works of a similar nature and size for each of the last ten years.
 - Qualifications and experience of key site management personnel proposed for the Contract.
- 6) The language of the procurement documents shall be English.
- 7) The bid shall be valid till 18.11.2025.
- 8) The amount of Bid Security shall be Sri Lanka Rupees equivalent to 2% of the bid price (excluding VAT) for 2 years period.
- 9) The bid Security shall be valid till 18.12.2025.
- 10) The Employer's address for the purpose of Bid submission is the Tender Box/Qualification
Box of Municipal Secretary's Department at Town Hall, Colombo - 07
- 11) Contract Name Maintaining Lighting System, Power Distribution Panels at Crow Island Beach Park
Contact No. ME/ME/ML/131/2024
- 12) The deadline for submission of Bids shall be 10.00 hours on 22/05/2025
Bids shall be deposited in the Tender Box/Quotation Box of Municipal Secretary's Department.
Bids sent by post will be rejected.
- 13) The standard form of Performance security acceptable to the Employer shall be a Bank guarantee.

The amount of performance security is 5% of the total contract sum (excluding VAT) for a period of 2 years, and valid for 02 years and up to 28 days from the end of contract period.

Signature of the Bidder.....

Date :.....

DUPLICATE

**COLOMBO MUNICIPAL COUNCIL
MUNICIPAL ENGINEERS' DEPARTMENT**

Section - 07

Contract Data

(Please note that the Clause not given hereunder are that of Conditions of Contract)

- (1) The Employer is
 - Name : Colombo Municipal Council
 - Address : Town Hall
Colombo - 07

On whose behalf the Mayor or the Municipal Commissioner and their successors in office.

- (2) The Engineer is
 - Name : Deputy Municipal Commissioner (Engineering Services)
 - Address : Colombo Municipal Council
Town Hall, Colombo - 07

Name of Engineer's Representative(s) :

- (a) Director Engineering (Land Management and Environmental Development Division)
- (b) Deputy Director Engineer (Land Management and Environmental Development Division)
- (c)
- (d)

(3) The works consists of Maintaining Lighting System, Power Distribution Panels at Crow Island Beach Park.

(4) The site is located at Crow Island Beach Park, Mattakkuliya.

(5) The Start Date shall be 14 Days from the issue of the Letter of Acceptance.

(6) The following documents also form part of the Contract:
1. Conditions of contract

(7) The language of the Contract is **English.**

(8) Schedule of other contracts -- Not Applicable

Name	Period
.....
.....

DUPLICATE

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- (9) Schedule of Key Personnel : Not applicable
Minimum persons with qualifications and experience to be defined.

Contract Administration

<u>Name</u>	<u>Highest Qualification</u>	<u>Experience</u>
.....
.....
.....

- (10) The site possession Date shall be 14 Days from Letter of Acceptance.
- (11) The amount of performance security shall be 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 2 years, and valid for 02 years and up to 28 days from the end of contract period.

Signature of Contractor:.....

Date :.....

DUPLICATE

Non-collusion Affidavit (Template)
(Procurement Guidelines – 1.5)

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

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

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

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

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

The foregoing Affidavit having been duly read over and explained by me to the 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

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Form of Bid Security Guarantee
(Procurement Manual Reference-5.9)

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

-----[Insert issuing agency]
name and address of issuing branch or office]

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07

Date:-----[Insert (by issuing agency) date]

BID GUARANTEE No.:----- [Insert (issuing agency) number]

We have been informed that ----- [Insert (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 (issuing agency) date (hereinafter called "the bid")] for the execution of -----
-----[Insert name of contract] under invitation for bids No. -----
----- [Insert Reference no of the Bid]

Furthermore, we understand that, according to our 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) authorized representative(s)]

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Form for Letter of Acceptance
(Relevant Reference to the Procurement Guidelines - 8.7)
[USE THE LETTER HEADING PAPER OF THE PROCURING ENTITY]

To: [name and address of the Contractor]

This is to notify you that your bid dated [insert date] construction, remedying the defects of the [name of the Contract and identification number] for the Contract price of [name of currency¹] [amount in figures and words] as corrected following Instructions to Bidders and/ or modified by a Memorandum of Understanding² is hereby accepted.

The adjudicator shall be [name and address of the Adjudicator, if agreed] /shall be appointed by the appointing authority.³

You are hereby instructed to proceed with the execution of the said supplies in accordance with the Contract documents.

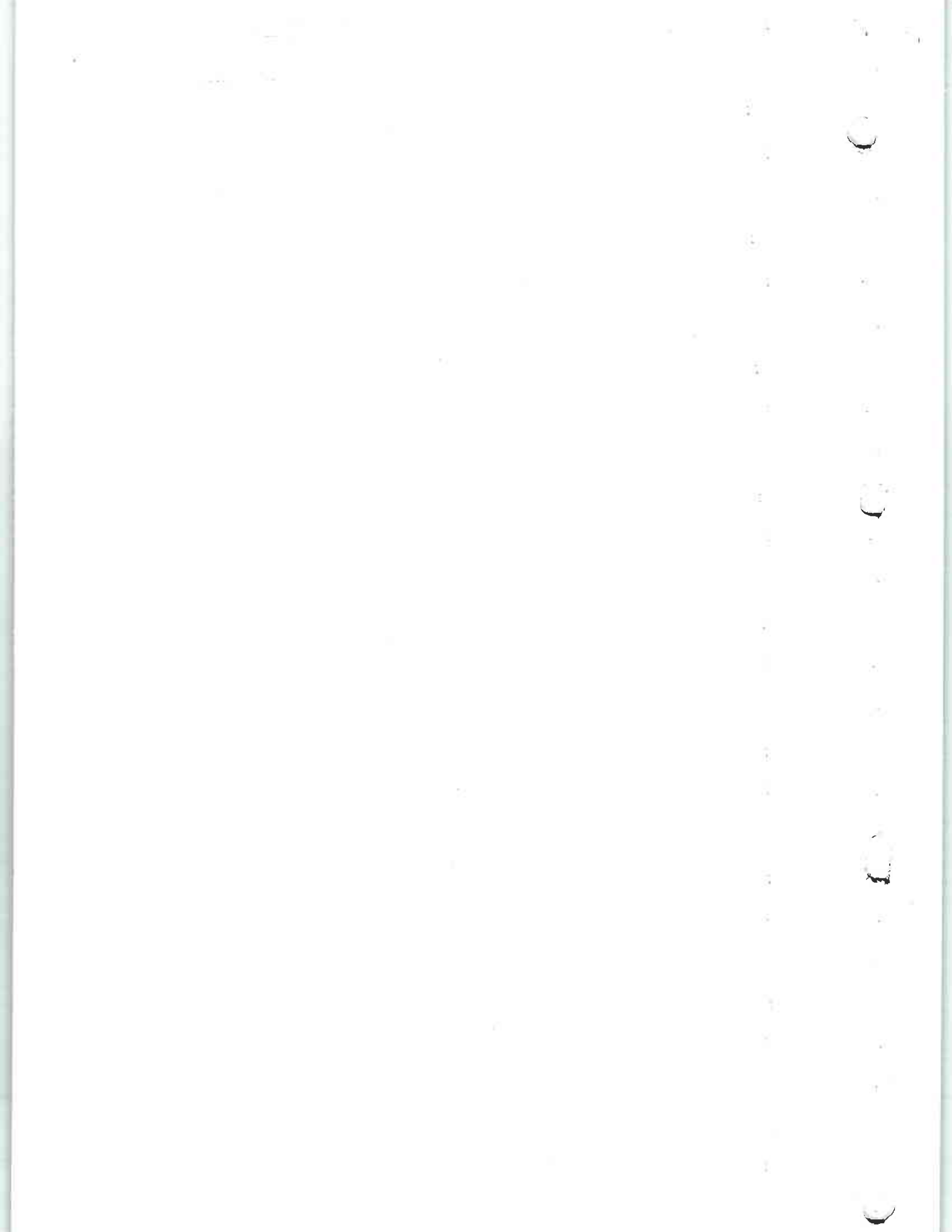
The Commencement Date shall be: (fill the date as per Conditions of Contract).

The amount of Performance Security is: (fill the amount as per Conditions of Contract).

The Performance Security shall be submitted on or before (fill the date as per Conditions of Contract).

Authorized Signature:
Name and title of Signatory:
Name of Agency:

1 If multiple currencies are involved, indicate amounts under each currency separated with the words, connecting them with „and“.
2 Delete "corrected per ITB and/or " or "and/or modified by a Memorandum of Understanding", if not applicable
3 Delete whichever is inapplicable or delete both if not applicable.



DUPLICATE

Form for Guarantee of Release of Retention Money
(Procurement Manual Reference-5.18)

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

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07

Date: -----

RETENTION MONEY GUARANTEE No.: -----

We have been informed that ----- [Name of Contractor]
(hereinafter called „the Contractor”) has entered into Contract No. ----- [Reference
number of the contract] dated ----- with you, for the execution of -----
----- [Name of the
contract and brief description of works] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, when the Works have been taken over and the first half of the retention money could be obtained by submission of retention money guarantee. The balance fifty percent (50%) also could be released may be made against a retention money guarantee which shall be valid 28 days beyond the defects notification period.

At the request of the Contractor, we ----- [Name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount of figures] (-----) [amount in words] 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 under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest, ----- [Insert 28 days after the end of the defects liability period]. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

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DUPLICATE

**Format for Performance Guarantee/Security
(Procurement Manual Reference - 5.19)**

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

Beneficiary: *[Name and Address of Employer]*

Date:

PERFORMANCE GUARANTEE/SECURITY No.:

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

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

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

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

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signature(s)

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Form for Advance Payment Guarantee
(Procurement Manual Reference – 5.17)

DUPLICATE

[Name and address of Agency, and Address of issuing
Branch or Office]

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07

Date: -----

ADVANCE PAYMENT GUARANTEE No.: -----

We have been informed that ----- [name of contractor /
supplier](hereinafter called “the Contractor”) has entered in to contract No. -----
[reference number of the contract] dated ----- with you, for the -----
----- [name of contract and brief
description] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the
sum ----- [amount of figures] (-----)
[amount in words] is to made against an advance payment Guarantee.

At the request of the Contractor, we ----- [name of issuing agency] hereby irrevocably
undertake to pay you any sum or sums not exceeding in total an amount of -----
[amount of figures] (-----) [amount of words] 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 under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance
payment recovered from the contractor or repaid by the Contractor.

This guarantee shall expire, *Insert the date, 28 days beyond the expected expiration date (completion
date) of the Contract.*

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

1. *The guarantor shall insert an amount representing the amount of the advance payment
and denominated either in the currency/currencies) of the advance payment as specified
in the contract.*

