

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

**Tender for Support & Maintenance Services for e- LG Colombo  
Municipal Council Period of 2022-2025 (3 years)**

**CPD18/1193/2022**

**Tender Closing Date and Time: 09 / 06 /2022 at 10.00 am**

**Tender Opening Date and Time: 09/ 06 / 2022 at 10.00 am**

**PART I**

*(For office use only)*

Name of the Firm: - .....

Receipt No.: -  
.....

.....  
Issuing Officer

Date: - .....

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**PART II**

*(To be filled by the Tenderer)*

1. Name of the Tenderer - .....

2. Business Address: - .....

.....

.....

3. Telephone Numbers: - .....

4. Email Address: - .....

5. Business Registration No: - .....

6. VAT Registration No: - .....

Bank Guarantee No: - .....

Bank: - .....

Bank Guarantee Amount: - .....

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**Colombo Municipal Council**

**Tender for Support & Maintenance Services for e- LG Colombo  
Municipal Council Period of 2022-2025 (3 years)**

**TENDER CONDITIONS AND INSTRUCTIONS TO TENDERES**

**SCOPE OF THE WORK**

**DESCRIPTION OF SERVICE**

Support and Maintenance Services for eLG- **Colombo Municipal Council  
(CMC) for the period of 2022 – 2025 ( 3 Yeas)**

**1. Background**

e-Local Government Solution (eLG) which was developed and implemented in Colombo Municipal Council has been under support and maintenance by the developer, the firm Business Solutions (Pvt) Ltd (the firm) since implementation in 2018.

**2. Objective**

**To fulfil the scope of the service mentioned in the TOR.**

**3. Scope of Services, Tasks (Components) to be, carried out**

Consulting firm is required to provide support and maintenance as per the contractual scope of the support and maintenance as described below and as has been providing required services during the whole period which commenced in 2022.

**3.1 The firm to support and maintain**

**3.1.1 eLocal Government (eLG) Product and its healthiness**

**3.1.2 eLocal Government Solution which was implemented at CMC with necessary monthly support and releases for the bugs.**

**3.1.3 Bug fixes on the eLG product and eLG Solutions and the releases should be made as common release for the product.**

**3.1.4 Change Requests arises from the new requirements of the product which amounts to maximum of 100 man days. The firm is required to provide the man day cost. The identified change request would be evaluated by a Change Control Committee for**

its validity and need in addition to the cost estimate. Based on their approval it would be considered for implementation as a Change Request.

3.1.5 The user manuals and admin manuals (not limited to) shall to be updated as required based on the new changes and fixes.

3.1.6 By the end of year 2025, the firm is required to handover all the deliverables of the original development – updated, to the CMC designated team to take over the operations of the system. This shall include (not limited to)

- Source Code and Application source at all levels
- Deployment Architecture and Deployment Diagrams with Deployment Details, so CMC would deploy this locally and test for the completeness of this
- Server side management information and guide on the servers used vs. Virtual Machines used with proper guide.

**3.1.7 Should be covered the UATs if there will be software modified.**

3.2 Service Levels - Maintenance and Support Services:

3.2.1 The firm shall prepare detailed proposals on Software Support Services. These proposals MUST reflect best industry practices and address at least the items discussed in the following sections.

The Service Levels which the firm needs to adhere is as follows:

Severity Level	Characteristics of Severity	Expected Delivery Timelines	
		Maximum Time to Review	Maximum Time to Resolve
Severity 1 (Blocker)	The system is severely impacted and not available. The problem cannot be bypassed. No workaround is available.	4 hours	12 hours
	E.g. Application cannot be executed.		
	Error in work flow.		
Severity 2	The system is available, but a certain function fails to operate according to specifications, causing a significant functional degrade. Workaround available. Application fails to perform according to specification.	12 hours	48 hours
	E.g. Information from host systems is returned incorrectly.		
	Application unable to handle the load.		
Severity 3	A certain function fails to operate according to specifications, causing medium or low-level functional degrade. Workaround available. Application contains minor errors that may inconvenience users in production.	48 hours	1 Week

	E.g. Reports not been able to configure but can be uploaded.		
Severity 4	Minimal or no impact on system functionality or performance, for example, a cosmetic problem.	1 week	3 Weeks
Queries/Clarifications	Any query on the configuration/on product. Any erroneous configuration query. E.g. CSV file generated is matching the data requirement of the system upload. Query on the receipt design.	Shall apply to the Queries/Clarifications that arise from Negombo Municipal Council, Seethawaka Urban Council and Homagama Pradeshiya Sabha and on eLG Product as a general.	

3.2.2 The Maintenance and Support Services include (not limited to)

3.2.2.1 The software tuning up (Performance)

3.2.2.2 Defects fixes

3.2.2.3 Standard Software Updates (such as Database, Workflow Engine, Any standard stack updates)

3.2.2.4 Managing backups adhering to the backup policy provided the firm based on the business requirements

**3.2.2.5 Business reports generation/configurations**

3.3 Principal Period of Support (PPS) Requirements

3.3.1 The Principal Period of Support (PPS) is from **09:00 a.m. to 04:00 p.m.** Monday through **Saturday** excluding Public Holidays (Purchaser's Local Time). the firm MUST provide Software Support Services during the above stipulated times. This would change if there is a critical patch update or a service requirement from the authorities.

3.4 On-Call Services Requirements

- 3.4.1 the firm MUST make qualified personnel available to the Purchaser by telephone, email and / or web access for the reporting and resolution of non-conformities or other problems with the System. Dedicated telephone numbers, emails or URLs should be available for reporting issues. Purchaser will nominate the personnel who are authorized to report non-conformities or other problems with the system. Reporting of non – conformities includes requests by the Purchaser to apply software updates.
- 3.4.2 If problems have not been corrected within two (2) hours of the initial contact, the the firm shall send qualified maintenance personnel to the Purchaser’s site to update, correct, repair or replace the affected hardware / software. Such maintenance personnel must arrive on-site within the time limits in the On-Call Service Response Tables for critical and non-critical components, shown below.
- 3.4.3 If problems are not corrected within the time limits specified in the On-Call Service Response Tables, the Purchaser shall be entitled to a penalty payment (or credit against amounts payable to the Supplier) for each hour that the Supplier fails to resolve the problem or non-conformity.
- 3.4.4 Supplier notification can occur outside PPS time. However, “Time to Arrive On-Site” starts from PPS starting time. “Time to Resolve the Problem” is PPS time starting from the actual time of arrival on site.
- 3.4.5 The on-site arrival and problem resolution time limits and penalty amounts are shown below.

<i>Site Level</i>	<i>Time to Arrive On Site (in Hours)</i>	<i>Time to Resolve the Problem (in Hours)</i>
CMC	2	8

*On-Call Service Response Table for Critical Components*

<i>Site Level</i>	<i>Time to Arrive On Site (in Hours)</i>	<i>Time to Resolve the Problem (in Hours)</i>	<i>Penalties for Delays (per hour)</i>
CMC	4	16	Rs.3500/=

*On-Call Service Response Table for Non-Critical Components*

3.4.6 The following table defines critical components of the system. By default, any

<i>Component</i>	<i>Sites</i>	<i>Description</i>
Software	CMC	The problem causes a total system outage or it severely impairs key functional aspects eLG system. Work cannot reasonably continue, the operation is mission critical to the operation of the Pilot Sites.

*Service Response Table for Critical Components*

3.5 Help Desk Service Requirements

- 3.5.1 The firm MUST maintain a Help Desk facility. The Help Desk facility should be staffed with engineers who will take problem reports, answer technical questions and attempt to resolve problems and non-conformities over the telephone. In addition to this the Help Desk should maintain the logs of all the reported issues with the resolution and time attended for the review by the purchaser. Help Desk problem resolution time limits and penalty amounts are similar to that of ‘On-Call Service Requirements’ and are given in the below tables.
- 3.5.2 The engineers should initiate remote problem diagnostic routines and attempt to correct the problems or guide the Purchaser personnel through problem resolution.
- 3.5.3 Help Desk services and On-Call services must be coordinated by the firm such that Help-Desk-initiated calls which may require On-Call services are treated as such and resolved as described in the corresponding On-Call Response Tables.

<i>Site Level</i>	<i>Time to Resolve the Problem (in Hours)</i>	<i>Penalties for Delays (per hour)</i>
CMC	4	Rs.5000/=

*Help Desk Service Response Table for Critical Components*

<i>Site Level</i>	<i>Time to Resolve the Problem (in Hours)</i>	<i>Penalties for Delays (per hour)</i>
CMC	8	Rs.3500/=

*Help Desk Response Table for Non-Critical Components*

3.5.4 The following table defines critical components of the system. By default, any other component not included in this table will be considered as non-critical.

<i>Component</i>	<i>Sites</i>	<i>Description</i>
Software	CMC	The problem causes a total system outage or it severely impairs key functional aspects eLG system. Work cannot reasonably continue, the operation is mission critical to the operation of the Pilot Sites.

*Critical Components*

3.6 System Availability Requirements

- 3.6.1 The system availability is defined in terms of the time that the system, including each one of its components, remains fully operational. The system availability is measured against the operational schedule established by the Purchaser. The planned operational schedule (number of operational hours) by type of site is shown in the following table “Planned Operational Schedule”.
- 3.6.2 Downtime means that period of time (in hours and whole minutes) during which an error or problem within the scope of the Supplier’s warranty obligations is causing or threatening to cause a disruption to the Purchaser’s normal course of business or operations.
- 3.6.3 Downtime shall be measured from the time Purchaser makes a bona fide attempt to notify Supplier, either orally or in writing, of a problem, and shall continue until the affected component is fully operational in accordance with the Technical Specifications. Any period of time during which the Purchaser is not carrying on normal business operations shall be excluded from the computation of Downtime.
- 3.6.4 The Purchaser can claim a Downtime penalty for each hour or fraction thereof for which it is not able to use the system in excess of the total number of hours of Allowable Downtime, as defined in the table “Maximum Allowable Downtime Per Month”. It shall be noted that down time penalties and delay penalties described On-Call Services Requirements” above are independent and cumulative.

	<i>CMC</i>
<i>Days of the Week</i>	Monday to Saturday
<i>Hours/Day</i>	08
<i>Hours/Week</i>	56
<i>Total Hours/Week</i>	56
<i>Total Hours/Month</i>	224+

*Planned Operational Schedule*

- 3.6.5 Maximum Allowable Downtime per Month (in Operational Hours) and the related penalties for any additional downtime is given in the below “Maximum Allowable Down Time and Penalties” table.

	<i>CMC Ops (hrs)</i>	<i>Penalties for Additional Down Times (per hour)</i>
<i>Critical Components</i>	2	Rs.5000/=
<i>Non-Critical Components</i>	4	Rs.2500/=

*Maximum Allowable Down Time and Penalties*

3.7 **Critical Problem Support Requirements**

3.7.1 In addition to the foregoing, if the Purchaser determines, in its reasonable judgment, that a non-conformity or problem is causing or threatening to cause a disruption in the Purchaser’s business operation (a Critical Problem) at any site, the Purchaser reserves the right to declare a non-critical component as a critical component and request that the component be provided with Software Support services accordingly, as determined by the previous schedules.

3.8 **Services Requirements**

The Consulting firm MUST also transfer adequate knowledge and skills to the users of the 3 LAAs and the Central Ops during this year starting from the date of initiation of the Support in order for them to administer and manage the system on their own from the third year of operation.

**4. Preferable Qualification Requirements for Support and Maintenance Team**

It is preferred the professional meet all the requirements stipulated in this document as per the table given below.

<b>Key Expert</b>	<b>Qualifications</b>	<b>Experience</b>
Support and Maintenance Engineer	Degree from a Recognized University in Software Development or similar field	8 + Years of experience in Software development and maintenance. Experience in Local Government projects in Sri Lanka is an added advantage.
		Experience in e-governance projects of Local Government
		Knowledge in Local Government system and the processes.
		Experience in eLG software development is an added advantage.



Price Schedule - I

	Description	Maintenance Chargers for 1 <sup>st</sup> Year	Vat 8%	Maintenance Chargers for 2 <sup>nd</sup> Year	Vat 8%	Maintenance Chargers for 3 <sup>rd</sup> Year	Vat 8%	Total	Vat 8%

I agree that the price given in this tender is valid for acceptance for a period of 120 days from the date of closing of tenders and the quoted price will be firm and not subject to adjustment not can it be withdrawn after closing of the tender

.....  
SIGNATURE OF BIDDER  
AND SEAL OF THE FIRM.

NAME IN BLOCK CAPITALS:- .....

ADDRESS: - .....  
.....

WITNESSES:

(1). Signature :  
Name in Block Capitals :  
Address:

(2).Signature :  
Name in Block Capitals  
Address:

**1.0 RECEIPT OF TENDERS**

**A. General**

1.1 The Purchaser is: Colombo Municipal Council

1.2 The name of the NCB is of **Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)**

1.3 The source of funding is: CMC Funds

**B. Contents of Tendering Documents**

1.4 For **Clarification of tender purposes** only, the Purchaser's address is:

Attention: Chief Accountant (Procurement)

Address: Central Procurement Department, Colombo Municipal Council

Telephone: 2686389

Facsimile number: 2662329

Electronic mail address: caccproc@colombo.mc.gov.lk

1.5 The Tender shall submit the following additional documents: [insert list of documents, if any]

1.5.1. Full document of Tenderers Company Registration/Business Registration

1.5.2. Details of performance as per describe in Technical Specification.

1.5.3. Copy of VAT Registration letter if Vat registered.

1.5.4. In case the relevant bid value of the items for which expected to submit the bidding documents exceed Rupees five(5)million, the registration certificate obtained from the public Contracts Registrar (PCA 3 )Colombo by the representative agent, Sub agent or nominee/nominated representative for and on behalf of the Bidder should be submitted.

## 2.0 OPENING OF TENDERS

### C. Preparation of Tenders

2.1 The tender shall be valid for 120 days from the close of the tender.

2.2 (a) Tender shall include a Tender Security (issued by bank) included in Section IV Tender Forms;

Tender/ Bid Guarantee obtained in favor of the Municipal Commissioner to the value of Rs.100,000.00 (Rupees One Hundred Thousand only ) valid for 150 days ( One hundred and Fifty days ) from the closing date of bids should be provided along with the tender. Bank Guarantee should be obtained only from a recognized Bank accepted by the Central Bank of Sri Lanka under Banking Act No: 30 of 1988.

2.3 Any tenders not accompanied by tender Security Guaranty pursuant to clause 3.1 will be rejected and no further consideration will be given to such Tenders.

2.4 After the award has been finalized the Tender/bid Security Guaranty will be released to the respective Tenderers with the exception of the successful Tenders. The Tender/ bid Security Guaranty of the successful bidders will be released after furnishing of required Performance Guaranty and signing of Contract Agreement by the Tenderer.

2.5 The amount of the Tender/Bid Security shall be: **Rs.100,000.00**

2.6 The validity period of the Tender/bid security shall be until:

From **2022/ 06/ 09** to **2022 / 11/ 05** (One Hundred and Fifty days)

### D. Submission and Opening of Tenders

2.7 The inner and outer envelopes shall bear the following identification marks: **Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)**

**CPD 18/ 1193 /2022**

2.8 For tender submission purposes, the Purchaser's address is:

Attention : Municipal Commissioner

Address : Colombo Municipal Council , Town hall ,Colombo 07

The deadline for the submission of bids is:

**Date 2022 / 06 / 09 Time: 10.00 am**

2.9 The tender opening shall take place at: Colombo Municipal Council

2.10 Address: Municipal Secretary's Department, Colombo Municipal Council, Town Hall, Colombo 07.

Date: 2022.06/09

Time: 10.00 a.m

2.11 TENDERS shall be forwarded with Duplicate. Both copies of the Tender shall be signed and sealed by the Tenderer and enclose in separate envelopes and Seal, each shall be marked “ ORIGINAL’ DUPLICATE” and the Name of the tender Item and Closing Date: and Address to the “Municipal Commissioner” Colombo Municipal Council, Town Hall, Colombo 07. Thereafter Both ORIGINAL and DUPLICATE shall be enclosed to one envelope and sealed AND mark the Name of Tendered item to be supplied on top left hand corner and Closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07. TENDERS / BIDDER’S Name and Address shall be written on each envelope.

**2.12 Tenderer’s Name and Address should not be written on each envelope. That any words Mark or other reference on the cover or envelope. Identifying the name of the Tenderer / Bidder with change the tender to be invalid.**

2.13 The duly perfected tenders Should be deposited in the (Tender Box) kept in the Municipal Secretary’s Department, Town Hall, Colombo 07, before closing as per time and date, published in the press Notice

2.14 TENDERS or their authorized representatives are allowed to be present at the time of opening of the bids.

### **3.0 PERFORMANCE GUARANTEE**

3.5 The successful tenderer on receipt of the letter of acceptance of tender should be submitted within seven (07) working days submit the unconditional on demand Performance Guaranty and sign the Contract Agreement with the Colombo Municipal Council within 21 days.

3.6 In the event of successful bidder failing to provide performance Guaranty and to sign the contract agreement within the stipulated time period referred to in paragraph 3.5 above, the bidder is liable to forfeit the bid Security Guaranty or undergo any other penalty imposed by the Council or 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 or liable to accept.

### **4.0 MINIMUM VALIDITY PERIOD OF OFFERS**

4.1 All offers shall be valid for a minimum period of 120 (Hundred Twenty) calendar days from the date of closing of the tender.

4.2 All prices quoted shall be firm and shall not be subject to any price variation within the validity period of offer specified above.

**05. POWER OF THE COUNCIL TO ACCEPT OR REJECT THE OFFERS**

The Council reserves the right to reject any or all tenderers or any portion of the tender without adducing any reason. The Council may award the contract for any particular set of items at the quoted maintenance charges for each item. The Council is not liable and not bound to accept the lowest price tender(s).

**06. COMPOSITION AND EVALUATION OF TENDERS**

6.1 Tenderers will be qualified on the information regarding their corporate and staff strength, ability to perform contracts of this nature, and satisfactory performance in maintenance of systems comparable to that of CMC. The following will be examined as stated and provided by the Tenderers, in the form for Qualification, Schedule A (1). (See Clause 26.1).

- a) Computer systems comparable to that of Buyer, maintained by the Bidder.
- b) Qualifications and experience of the Tenderer's relevant computer system maintenance staff.
- c) Availability of and access to spare parts and diagnostic and maintenance tools, instruments and techniques specific to the equipment to be maintained.
- d) Reference sites.

6.2 The offers will be compared on the following basis and the most responsive bid will be selected (See Clause 26.2).

- a) Compliance with the tender conditions.
- b) Tenderer's qualifications and ability to commence the required maintenance work quickly.
- c) Manufacture authorization.

**07. WARRANTY**

7.1 The contractor guarantees to the Council and the Commissioner, Colombo Municipal Council, that maintenance under the contract will comply strictly with the requirements of the contract.

7.2 The contractor shall further guarantee that no equipment, materials, software (programs) or data of the CMC or at CMC will be damaged or lost by any actions or negligence of the contractor's staff.

7.3 The contractor guarantees that all software and data of Buyer will be treated in the strictest confidence.

- 7.4 The contractor guarantees that his staff, particularly those assigned for CMC work, are fully trustworthy.
- 7.5 The maintenance agreement should be entered into with the Colombo Municipal Council.

**08. SCHEDULE OF PRICES**

- 8.1 Tenderers shall complete and sign the prescribed form of schedule of prices. The charges quoted should be for comprehensive maintenance services including parts and labor. If any parts or components or user-replaceable parts of equipment are not covered by the maintenance services those must be clearly stated in the bid. Net price should cover travel and any other expenses incurred on maintenance work. Failure to provide the net price may result in the bid being considered as a non-responsive bid. The price schedule should be submitted with the bid.
- 8.2 Tenderer must **quote annual charges for Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)** including all equipment's and software **attached inside**.
- 8.3 The price quoted should be written clearly in ink or typewritten and must be in figures and repeated in words. If there is a discrepancy between the prices stated in figures and words, the prices stated in words will be taken as correct.
- 8.4 Any alteration in the offers should be initialed by the tenderer. Failure to do so will result in the offer being treated as informal and it will be rejected.

**09. PROOF OF ABILITY**

- 9.1 Tenderers should be prepared to produce documentary evidence of ability to carry out the maintenance for which bids are invited, if called upon to do so, before bid is awarded to them.
- 9.2 Bidders should be prepared to disclose reference sites, the contact persons and other information of their client installations, which will be kept confidential by the Council.
- 9.3 Bidders should be prepared to produce copies or originals of Certificates and agreements pertaining to the bid, which will be kept confidential by the Council.

**10. ELIGIBLE TENDERER /BIDDER**

- 10.1 The invitation for tenders is open to all reputed computer system maintenance parties with at least five (5) years of experience in the same Field. The experience of the tenderer and his staff must be clearly stated in the tender.

**11. PERFORMANCE GUARANTY**

- 11.1 A sum equivalent to ten percent (10%) of the total value of the contract by Bid Bond is required as a Performance guaranty for the due fulfillment of the contract by the successful Bidder. If the Commissioner, Colombo Municipal Council is of opinion that the performance of the successful Bidder is unsatisfactory and that there is a breach of the stipulated conditions of the agreement, the Performance guaranty is liable to be forfeited and the contract terminated.
- 11.2 The Performance guaranty will be returned to the supplier at the end of the contract period if performance is satisfactory.

**12. NOTIFICATION**

- 12.1 Notice of acceptance of the bid will be sent to the selected tenderer by registered post to the address given by him/them in the tender.

**13. CONTRACT NOT TO BE SUB-LET**

- 13.1 The Contractor shall not assign or sub-let the contract or any part thereof or any benefit or interest therein to any third party without the prior written consent of the Commissioner, Colombo Municipal Council. The contractor shall not issue a power of Attorney to any person whose name is on the list of defaulting contractors for carrying on work under the contract.

**14. SIGNING OF THE CONTRACT AGREEMENT**

- 14.1 The successful bidder should enter into a contract agreement within the stipulated time as in clause 3.5 with the Colombo Municipal Council. The successful bidder must be prepared if so required by the on acceptance of bid to provide two good and trustworthy sureties acceptable to the Commissioner to guarantee the due fulfillment of the contract and the punctual performance of the agreement.
- 14.2 Contract will be signed for 3 years soon after the signing the contract.

**15. APPLICABLE LAW**

- 15.1 The bids and any contracts resulting there from shall be governed and abide by the laws of Democratic Socialist Republic of Sri Lanka.

**16. FORCE MAJEURE**

- 16.1 Neither party will be held responsible for failing in the execution of its contractual obligations in case their execution is delayed or hampered by force majeure events.
- 16.2 In the execution of the contract the term FORCE MAJEURE includes but is not restricted to acts of god, acts of civil insurrection, fires, floods, epidemics, strikes, freight embargoes and explosions.
- 16.3 If the contractor notifies the Commissioner in writing of the cause of such failure within 30 days from the beginning thereof, he may grant an extension of the delivery time when, in his judgment the facts justify such an extension. His findings shall be conclusive, subject only to the contractor's right of appeal under the arbitration clause of the contract.

**17. MAINTENANCE RESPONSE**

The time duration for maintenance/repair will be agreed upon by the contractor and the Buyer, as stipulated in the Specifications.

**18. MAINTENANCE TYPES**

- 18.1 Maintenance of Software & Database

**19. MODE OF PAYMENT**

- 19.1 End of Quarter after recommendation of work done.

**20. TERMINATION OF THE CONTRACT**

- 20.1 The Commissioner, Colombo Municipal Council may without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part:
  - a) If the contractor fails to provide the services as required and within the time agreed, or any extension thereof granted by the Commissioner, Colombo Municipal Council.
  - b) If the contractor fails to perform any other obligation(s) under the contract and If the contractor in either of the above circumstances, does not respond within a period of 30 calendar days after receipt of the notice of default from the Commissioner, CMC, specifying the nature of the default(s).

**21. TIME EXTENSION FOR THE CONTRACTOR'S PERFORMANCE**

- 21.1 Maintenance services shall be provided by the contractor in accordance with the time durations agreed upon as stated in clause 17.



- 21.2 The contractor may claim extension of the time durations in case of Force Majeure events or, reasons related to nature of computer system, or the Buyer's business operations.
- 21.3 The contractor shall not be entitled to an extension of time for completion of tasks unless the contractor at the time of such circumstances arising (immediately) has notified the Commissioner, Colombo Municipal Council, in writing, of the delay that it may claim as caused by circumstances pursuant to clause 20 above, and upon request of the Commissioner, Colombo Municipal Council, the contractor shall substantiate that the delay is due to the circumstances referred to by the contractor.

**22. GENERAL PROVISION**

- 22.1 The contractor shall indemnify the Democratic Socialist Republic of Sri Lanka against any claim by or in respect of any employee of the contractor under the Workmen's Compensation Ordinance, No. 19 or 1934 or any statutory amendments, modifications or extensions thereof.
- 22.2 Contractors shall acquaint themselves fully with the conditions of the contract. No plea for lack of information will be entertained at any time.
- 22.3 Commissioner, Colombo Municipal Council, notwithstanding this agreement shall be at liberty to make other arrangements for maintenance services, should it appear advisable to him to do so, and in such an event the contractor shall not be entitled to claim any damages against the Colombo Municipal Council.

**23. DECLARATION OF THE DIRECTORS AND FINANCIAL DETAILS**

- 23.1 Tenders should declare in the case of Private Company the names of all Directors and Shareholders of the Company. If the company is a Public Company, the names of Directors should be declared.

**24. DETAILS TO ACCOMPANY THE TENDER**

24.1 The following details and documents should accompany the Tender.

- a) The Qualification Form completed and duly signed together with relevant documents - Schedule A (i)
- b) Tender/Bid Security Guarantee - Schedule A (ii)
- c) Documents as proof of ability vide clause 9.0.
- d) Customer and systems list.
- e) Tender Decrement duly signed - Schedule B (i).
- f) General Conditions of the tender duly signed.
- g) Schedule of Prices duly signed - Schedule B (ii)
- h) Staff details and spare parts availability. Schedule B (iii)
- i) PCA 3 Registration certificate issued by the Public Certificate Register ( If Relevant)

The above documents and any other deemed necessary, shall be enclosed in an envelope or wrapper and sealed, in duplicate, stating the name and address of the Bidder and stating **“Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)”** on top left corner of the envelope or wrapping.

I/We agree to abide by the above conditions of tenders.

.....  
Signature of tenderer  
& Designation Company Seal

Date: .....

**Specimen Form for Qualification of Tenderer**

**Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)**

**Instruction to Tenderers**

1. The system for which maintenance services are requested by this bid is utilized for vital business activities of the Buyer. The contractor should be able to maintain the computer system for flawless operation.
2. The details requested in this Specimen Form should be completed with great care providing all genuine information which could be verified from other sources.

**Qualification Details**

1. Name of Tenderer: .....  
Name of Company: .....  
Nature of Organization: .....  
(State whether Individual, Corporation, Partnership or other)  
Office Address: .....  
.....  
.....  
Telephone: .....  
Fax: .....
2. Name of Directors: .....  
.....  
.....  
.....
3. Corporate standing /relationship with equipment manufacturers/principals relevant for the services offered.  
.....  
.....  
.....  
.....  
.....
4. Date and Number of Business Registration / Company Registration:.....  
(Copy of the registration should be enclosed)
5. What was the first client’s computer network system maintained by tender:

Client: .....  
Configuration: .....  
Duration: Start date: ..... End date: .....  
.....

6.1 Please give a list of computer maintenance assignments completed by the bidder and those in progress, as evidence of required experience. This information will be used to assess Bidder's competence to maintain the specific equipment for which maintenance services are offered.

<u>Client</u>	<u>Description of Equipment/Systems</u>	<u>Dates (from-to)</u>
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

6.2 Staff in bidder's employment for Computer Equipment/System maintenance.

.....  
.....  
.....  
.....  
.....  
.....

**6.3 Reference Sites**

Please give three (3) reference sites in the public sector, where computer equipment and network systems are maintained by bidder. If the number of public sector reference sites is less than three, then give reference sites in the private sector too.

Client	Configuration	Duration of Maintenance	Contact Person
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

7. Financial Statements of Tenderer.

Copy of Auditioned Statements Accounts for last two financial years should submitted. Financial Statements shall be certified by a chartered Accountant / Audit Firm.

I/We certify that the details given above (1 to 7) are true and accurate.

I/We attach hereto the following documents as part of my/our bid.

- a) Tender/ Bid Security
- b) Tender Decrement
- b) Documents as proof of ability vide clause 9.0.
- c) List of customers.

Address: .....

.....

.....

Telephone: .....

Fax: .....

Signature of Tender: .....

Name of Tender: .....

Designation of Tender : .....

Company Seal: .....

Date: .....

**Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)**

**ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE**

..... (*Issuing Agency's Name, and Address of Branch or Office*).....

**Beneficiary:**.....(*Name and Address of Employer*).....

**Date:** .....

**PERFORMANCE GUARANTEE NO** .....

We have been informed that ..... (*Name of Supplier*) (Hereinafter called "the Supplier") has entered into bid/quotation No..... (*reference number of the bid/quotation*) dated.....with you, for the .....(*Insert "Supply"*) of ..... (*name of supply and brief description of supply*) (hereinafter called "the supply")

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

At the request of the supplier, We ..... (*name of Agency*) here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... (*Amount in figures*)(.....) (*amount in Words*), Such sum being payable in the types and proportions of currencies in which the supply price is payable, up on receipt by us of yours first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the supply, 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 date, 28 Days beyond the scheduled Supply completion date*) and any demand for payment under it must be received by us at this office on or before that date.

.....  
[Signature(s)]

**Schedule B(i)**

**Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)**

**TENDER SUBMISSION FORM**

Colombo Municipal Council  
Town Hall  
Colombo 07.

Tenders for Maintenance of Internet / Email Servers, Tape Drive and NAS

1. I/We, the undersigned, having read and fully acquainted myself / ourselves with the contents of the "Information and Instructions to Tenders and Terms and Conditions of tender" pertaining to the above tender, along with Forms and Schedules thereto, do hereby undertake to provide maintenance services referred to therein, in accordance with the aforesaid Instructions. Terms and conditions, for a total Tender Price of Sri Lanka Rupees ..... (SLRs .....). The make up of the aforesaid Total Tender Price is given in the accompanying Price Schedules.

**Price Schedule – I**

Total Maintenance Chargers for three years in Rs. (In Word)

.....

.....

.....

.....

(In Number) .....

**Price Schedule – II**

Total Maintenance Chargers for three years in Rs. (In Word)

.....

.....

.....

.....

(In Number) .....

2. I/We confirm that this offer shall be open for acceptance until **120 days from date of opening the tender, if the contract awarded within 120 days from the conformed to accept** and that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our Tender:

- (a) Tender Documents duly signed
- (b) General Conditions of the Tender duly signed
- (c) Special Conditions and Tender Specifications
- (d) Offered Products and Services with their specifications
- (e) Schedule of Prices duly signed
- (f) Declaration of Directors vide- clause 23, and Qualification Form.
- (g) Warranty vide- clause 7.0
- (h) Any other relevant documents or details.

4. I/We understand that The Colombo Municipal Council is not bound to accept the lowest Tender and that The Colombo Municipal Council has the right to reject any or all Tenders or to accept any part of a Tender.

5. I/We undertake to adhere to the Service Requirement given in the respective Price Schedule.

6. My/Our Bank Reference is as follows:

.....  
.....

7. My/Our address for the purpose of this Tender and the Contract, if awarded, is as follows:

Address: .....

Telephone: .....

Email Address .....

Fax: .....

Signature of Tenderer: .....

Name of Tenderer: .....

Designation of Tenderer: .....

Company Seal: .....

Date: .....



**Schedule B (ii)**

**Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)**

**FORMAT OF PRICE SCHEDULE**

**Name of Tenderer:**

**ANNUAL MAINTENANCE CHARGES IN SL RUPEES**

**Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)**

Details and includes

**Total Annual Charges:**

In Words (Sri Lanka Rupees): .....

In Figures (Sri Lanka Rupees):.....

**TOTAL CHARGES FOR THREE YEARS:**

IN WORDS (SRI LANKA RUPEES): .....

IN FIGURES (SRI LANKA RUPEES):.....

Authorized Signature: .....

Company Seal

Date: .....

**Tenders for Maintenance Services for eLG- Colombo Municipal Council for the period of 2022-2025 (3Years)**

**STAFF DETAILS AND SPARE PARTS AVAILABILITY**

**1. Staff who will be assigned for maintenance work.**

Please Attach CVs of these staff.

**2. Stocks of spare parts**

Please give in summary form the available main items and approximate quantities.

**3. Sources of spare parts for computer systems and other equipment relevant for the bid.**

Please state whether spare parts are obtained directly from manufacturer or from other sources, and lead time to obtain any spare parts not in stock when required.

**Very Important**

**According to the Standard By-Laws of Colombo Municipal Council of the  
Extraordinary Gazette Notification No.2245/30 dated 17.09.2021**

*(Local Authorities (Standard By-Laws) Act no 6 of 1952 -Extraordinary Gazette Notification  
No.541/17 dated 20.01.1989)*

**Following details shall be read carefully as per the Part V of the by law.**

TENDERER'S Name and Address should not be written on each envelope. That any words Mark or other reference on the cover or envelop, identifying the name of the Tenderer with change the tender to be invalid. (Please see I.T.T. 22.2 ( C) of Tender data sheet II

A

**Bank Details**

Certified above details are correct according to the Company /

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

Partners/ proprietor details.

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

.....  
 Authorized Signature  
 Director/ Partners/ proprietor