

DUPLICATE

Section - 2

STANDARD FORMS [CONTRACT]

- *Letter of Acceptance*
- *Agreement*
- *Performance Security*
- *Advance Payment Security*
- *Retention Money Guarantee*

Note:

is the responsibility of the bidders to comply with all the requirements given in the bidding document. Failure to non compliance with any of them may be a reason for rejection of the bid.

Notes on Standard Forms:

- Bidders shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of bidding documents.
- Bidders should not complete the Form of Agreement at the time of preparation of bids.
- The successful bidder will be required to sign the Form of Agreement, after the award of contract.
- Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.
- The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the bidders at the time of submission of bids.
- The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.

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FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

-----[date]

To:-----

[name and address of the Contractor]

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

The adjudicator shall be -----[name and address of the Adjudicator, if agreed] shall be appointed by the Institute for Construction training and Development (ICTAD).

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

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

The amount of performance Security is: ----- (fill as per Conditions of Contract).

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

Authorizes Signature : -----

Name and title of Signatory :-----

Name of Agency :-----

STANDARD FORM: AGREEMENT

This AGREEMENT, made the ----- [day] day of -----[month] 20 -----
[year] between the one part, and ----- [name and address of Employer]
(hereinafter called "the Employer") of the one part, and -----
-----[name and address of Contractor] (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer desires that the Contractor execute-----
[name and identification number of Contract] (hereinafter called "the Works") and the Employer
has accepted the bid by the Contractor for the execution and completion of such Works and the
remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part to this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year aforementioned, in accordance with laws of Sir Lanka.

.....
Authorized signature of Contractor

.....
Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of:

Witnesses:

1. Name and NIC No.
Signature.
Address.
2. Name and NIC No.
Signature.
Address.

DUPLICATE

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

Date: -----

ADVANCE PAYMENT 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 -----
----- (Name of contract) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance
payment in the sum-----[amount in figures] (-----
-----) [amount in words] is to be 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 in 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 in repayment of the Advance payment
under the Contract.

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

This guarantee shall expire on ----- [Insert the date, 28 days beyond the
Intended Completion Date]

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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FORM OF PERFORMANCE SECURITY
(Unconditional)

HS4

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

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

Date:-----

PERFORMANCE 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 -----
----- (name of contract) (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 in 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(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 date, 28
days beyond the Intended Completion Date] and any demand for payment under it must be
received by us at this office on or before that date.

[signature (s)]

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FORM OF RETENTION MONEY GUARANTEE

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

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7.

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 contract) dated ----- with you, for the execution of -----
----- (name of contract) (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 has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

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 in 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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Section-3

CONDITIONS OF CONTRACT

**Conditions of contract shall be read in conjunction with Section 5-
Contract Data, which shall take precedence over the Conditions of
Contract**

CONDITIONS OF CONTRACT : Conditions of Contract that will be applicable for this Contract is that given in Section – 03 of the Standard Bidding Document – Procurement of Works (ICTAD/SBD/01-2nd Edition , January 2007) & Addendum 01 issued in January 2009 & addendum 02 issued in February 2011 to the ICTAD Publication published by the Institute for Construction Training and Development (ICTAD / CIDA – Construction Industry Development Authority , “Savsiripaya”, 123 , Wijerama Mawatha , Colombo 07.

tion 3, Volume 1 of this publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from ICTAD. (Now CIDA – Construction Industry Development Authority)

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Section - 4

**FORM OF BID AND QUALIFICATION
INFORMATION**

Form of Bid

Name of Contract: Supply, Installation, Commissioning and Maintenance of three numbers of Pelicans (Chinthanpalam A Gardiner Mawatha/Reclamation Road/Sangaraja Mawatha)

To: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7.

Gentleman,

1. Having examined the Standard Bidding Document – Procurement of Works [ICTAD/SBD/01 - Second Edition, January 2007], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract , Specifications, Drawings, Bills of Quantities and addenda nosfor the sum of Sri Lankan Rupees
.....(LKR.....) or such other sums as may be ascertained in accordance with the said conditions.
2. I/We acknowledge that the Contract Data forms part of our Bid.
3. I/We undertake, if my/our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. I/We agree to abide by this Bid **till 02.10.2022** or for any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. I/We accept I/we do not accept the Adjudicator.
7. I/We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated thisday of20.....in the capacity ofduly authorized to sign tenders for and on behalf of (IN BLOCK CAPITALS)

Signature : Name:

Designation : Address :

.....

Witness Signature: Name, Address, NIC number:

.....

Qualification Information

(To be completed and submitted by the bidder, with the

ICTAD REGISTRATION	
Registration number	<i>(attach copies of relevant pages from the registration book)</i>
Grade	
Specialty	
Expiry Date	
Blacklisted Contractors	
Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/No)	
If yes provide details	
VAT Registration Number	
Construction Program	<i>(attach as annex)</i>
Legal status	<i>(attach relevant status copies, as annex)</i>
Value of Construction works performed in last 5 years	<i>(attach copies of Certificate of Completion etc and other documents such as profit-loss and income expenditure statement)</i>
Year	
Year	
Year	
Year	
Year	
Value of similar works completed in last 5 year (indicate only the three largest projects)	1. Value _____ Year 2. Value _____ Year 3. Value _____ Year <i>(attach copies of certificate of completion etc., as annex)</i>
Qualification and experience of Technical Staff at site	Technical: 1. A qualified Civil Engineer 2. A qualified Technical Officer in the relevant field <i>(attach educational, professional, experience certificates of each person)</i>

Section - 5

BIDDING DATA AND CONTRACT DATA

G. Bidding Data

Instructions to Bidders

Clause Reference

(1.1) The Employer is

Name: Colombo Municipal Council
Address: Town Hall, Colombo 7.

The Work consists of: Supply, Installation, Commissioning and Maintenance of three numbers of Pelicans, (Contract number ME/ME/ML/298/2021) located at: Chinthanpalam A Gardiner Mawatha, Reclamation Road, Sangaraja Mawatha

Intended Completion Date is **180 Days** from the start Date.

(1.2) The office for collection of bid form is:

Projects Management Division, Town Hall, Colombo 7.

The non-refundable fee is Rs.5400.00 (including VAT)

The Bid forms will be issued **till 10.00 hours 04.04.2022**

(2.1) The source of funds is: **Colombo Municipal Council**

(4.2) The registration required

A valid business registration in a related field

(4.3) The following information shall be provided in section 4:

- ❖ VAT Registration number
- ❖ Construction Programme
- ❖ Legal Status (Sole Proprietor, Partnership, Company etc.)
- ❖ Total monetary value of construction work performed within last 5 years
- ❖ Experience in works of a similar nature within last Five years
- ❖ Qualifications and experience of key site management and technical personnel proposed for the Contract;

(4.4) a. Average annual volume of construction work performed in the last 5 years shall be Rs. 36 Million

b. Experience in the construction of similar contracts over the last 5 years shall be 06 months.

c. Following technical & managerial Staff:

1. A qualified Civil Engineer.
2. A qualified Technical Officer in the relevant field.

d. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be

made under the contract shall be not less than Rs. 6 Million.

(9.1) Employer's address for the purpose of clarification is;

Name: Director Engineering (TDRS)
Address: Traffic & Design Division, Colombo
Municipal Council, Town Hall, Colombo 7.
Fax: 0112694593
E-mail: dirttrffic@gmail.com

(11.1) The language of the bidding document shall be English.

(12.0) Any other information required to be completed and submitted with the bid.

a) Bidders whose Bids are over Rs. 5.0Million should submit PCA 3 after registration with the Public contract registrar.

b) Proof documents pertained with invitation for bids and with above 4.3, 4.4

(13.3) VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the BOQ.

(13.4) The Contract is not subjected to price adjustment in accordance with Claus 47 of the Conditions of Contract.

(15.1) The Bid shall be valid 02.10.2022

(16.1) Bid shall include a Bid Security using the form included in Section 9.

(16.2) Bid Security shall be:

- For an amount **Rs. 240,000.00**
- **Valid until – 01.11.2022**
- Issued by a reputed Bank or Insurance Company registered to undertake businesses in Sri Lanka using the form for bid security (unconditional on demand guarantee) included in Section 9, Standard Forms.

(17.0) Pre- Bid meeting – No pre- bid meeting

(19.2) a. The Employer's address for the purpose of Bid submission is
Municipal Commissioner, Colombo Municipal Council,
Town Hall, Colombo 7.

(19.2) b. Contract name: - Supply, Installation, Commissioning and Maintenance of three numbers of Pelicans (Chinthanpalam A Gardiner Mawatha/Reclamation Road/Sangaraja Mawatha)

Contract no: ME/ME/ML/298/2021

- (19.2) c. Bidders name & address should not be written on each envelop. That any words mark or other reference on the corner or envelop identifying the name of the Bidder with change the Bid to be invalid.
- (20.1) **The deadline for submission of Bids shall be till 10.00 hours on 05.04.2022**
- (34.0) The performance security shall be **5%** or as per the Public Finance Circular 03/2020(i) v. of the Initial Contract Price mentioned in the Letter of Acceptance.
- (36.0) The process of appointment of the Adjudicator shall be executed in accordance with the conditions of contract at a date during the contract when parties agree such an appointment is worthwhile.

Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case and shall be shared by the Contractor and the Employer.

Contract Data

(Please note that the Clause nos, given hereunder are that of Conditions of Contract)

(1.0) The Employer is

Name: Colombo Municipal Council

Address: Town Hall, Colombo 7.

Name of Authorized Representative: Municipal Commissioner, Colombo
Municipal Council.

(1.0) The Engineer is

Name : Deputy Municipal Commissioner (Engineering Services)

Address : Municipal Engineers' Department, Colombo Municipal Council,
Town Hall, Colombo 7.

Name of Engineer's Representative: Director Engineering (Projects),
Colombo Municipal Council.

**(1.0) The works consists of Supply, Installation, Commissioning and Maintenance of three numbers of Pelicans, Contract number is ME/ME/ML/298/2021
The Sites are Located at Chinthanpalam A Gardiner Mawatha, Reclamation Road and Sangaraja Mawatha****(1.0) The Start Date shall be 21 days from the Letter of Acceptance****(2.2) Sectional Completion of work is specified as follows.
Not applicable****(2.3) The following documents also form part of the Contract: Not applicable****(8.1) Schedule of other contractors: None****(9.1) Schedule of key personnel:**

Minimum persons with qualifications and experience to be defined,

1. A qualified Civil Engineer for the Project**2. A qualified Technical Officer in the relevant field****(13.1) The minimum insurance covers shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer):**

- (a) * The minimum cover for insurance of the Works and of plant and Materials is 110% of Initial Contract Price
- The maximum deductible for insurance of the Works and of Plant and Materials is 5% of Initial Contract Price

- (b) * The minimum cover for loss or damage to Equipment is 5% of Initial Contract Price
- The maximum deductible for insurance of Equipment is 5% of Minimum cover.
- (c) * The minimum cover for insurance of other property (other than the site) is 5% of Initial Contract Price.
- (d) The minimum cover for personal injury or death,
- * for third party and employees of the Employer and other Persons engaged by the Employer in the Works is Rs. 200,000.00 per event.
- (13.2) The minimum cover for personal injury or death shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer)
- for the Contractor's workmen is Rs. 200,000.00 per event
 - Contractor's employees other than workmen are Rs. 200,000.00 per event.
- (14.1) The following site investigation reports are annexed as Appendices:
- No appendices**
- (17.1) The intended Completion Date for the whole of works shall be **180 days**
- (21.1) The site Possession Date shall be **14 Days** from Letter of Acceptance
- (27.1) The Contractor shall submit a programme for the works within **14 days** of delivery of the Letter of Acceptance.
- (27.3) The Contractor shall submit updated program of work for every ----- days.
Not applicable
- (27.4) Withholding amount for not complying with above 27.1 & 27.3. Not applicable
- (35.1) The Defects Liability Period is **365 Days**
- (39.2) Engineer may order variations in such a way that contract value of the project is not exceeded.
- (47.1) The contract price is **not subjected to price adjustment**
- (48.1) The retention from each payment shall be **10%** of the certified work done.
The limit of retention shall be **5%** of the Initial Contract price.

- (49.1) The liquidated damages for the whole of the works shall be **0.05%** of Initial Contract Price per Day. The maximum amount of liquidated damage for the whole of the Works shall be **10%** of the Contract price.
- (51.1) Contractor shall be paid an advance payment only on submission of an unconditional Bank Guarantee obtained from a reputed Bank registered in Central Bank of Sri Lanka. The value of the Bank guarantee shall be equivalent to the eligible amount calculated as per conditions of contract and it shall be valid till the end of intended completion date or an extension of intended completion date. Contractor shall extend the validity of the Bank guarantee for extension of intended completion date without any notification by the employer. Employer shall demand the advance payment guarantee for such failure of the contractor to extend its validity without any notification to the contractor.
- (52.1) The performance security shall be **5%** or as per the Public Finance Circular 03/2020(i) v. of the Initial Contract Price. This security shall be unconditional on demand and f the Initial Contract Price. This security shall be unconditional on demand and valid till 28 days beyond the intended completion date or any extended intended completion date. Contractor shall extend the validity of performance security for any extension of intended completion date without any notification by the employer. Employer shall demand the performance security for such failure of the contractor to extend its validity without any notification to the contractor.
- (60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **25%**

Section - 6

SPECIFICATIONS

**(General specifications have been mentioned in drawings
and Bills of Quantities)**

SPECIAL TECHNICAL AND OTHER REQUIREMENTS FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF TRAFFIC SIGNALS IN 3 NOS OF PELICAN CROSSINGS.

The scope of the work is for "**SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF TRAFFIC SIGNALS IN 3 NOS. OF PELICAN CROSSINGS.**"

Selected Contractor should be responsible to do the above scope of work within the Bill of Quantities attached herewith.

This specification describes the requirements for the supply, installation, commissioning and maintenance of traffic signals at the bellow mentioned locations.

1.0 Proposed Location

- CHINTHAMPALAN A GARDINAR MAWATHA (IN FRONT OF POLICE STATION)
- REDEMPTION ROAD (NEAR PORT ENTRANCE)
- SANGARAJA MAWATHA (IN FRONT OF GARDEN NO. 367)

2.0 Proposed facilities & Specifications

Colombo Municipal Council propose to install the Traffic signals at the above location with the several facilities including Audible Siren Unit, Count down Digital Indicator and Pedestrian Detection camera according to the following conditions.

2.1 Signal Heads

All signal lights shall be low power consuming Light-Emitting Diodes (LEDs) of the high intensity type possessing high resistance to shock and vibration. Equipment shall comply with BS 505 (or equivalent international standard) and shall be vermin proof. All lanterns shall be of 300 mm in diameter.

All signal heads and the optical systems shall be a combination of the high intensity LED type with high rate of durability. Equipment shall be to the IP 55 to BSEN 60529 / IEC 60509.

- | | | |
|--------------------------|---|--|
| • Light intensity: | - | ≥ 255cd for Red, ≥291cd for Yellow, ≥510cd for Green |
| • Outside material | - | Fiber or Poly Carbonate |
| • Operating Temperature: | - | -10 ~80°C |
| • Warranty | - | 5 years comprehensive |

The unit shall show red, green and amber. Additional optical units may be added as required for special facilities. Suitable visors shall be fitted to all optical units. Louvers and sighting screens shall be supplied if required to give the most efficient operation under all conditions. Each signal head shall conform to a sample submitted to and approved by the Engineer.

Pedestrian displays shall be a single section, LED red man/ green man displays with a separate countdown timer for both red man (red colour) and green man (Green colour). Pedestrian pushbuttons shall be accessible type.

Vehicle Count Down – vehicle count down shall be displaced wherever necessary. It is capable of showing real time information.

Pedestrian Count Down - Green man time countdown units should be installed at either side of the Pedestrian signal heads. The two digit countdown units should have a height of at least 16 cm. LED, seven segment display system or any other method of long distance visibility (about 20m) may be used for this application. The signal heads should not contain any mechanical parts but should be with LED lights.

2.2 Audible Siren Unit

Specially designed distinctive and audible range has been restricted by monitoring the ambient level of traffic noise the unit should be adjusted the level of the audible tone with relatively short period. This should be generated with the green man indication.

- Multi operation periods with built-in high precision clock chip, It should free from interruption of power down mode and less than 2 years operation error.
- CE power supply with AC220V~AC230V wide range working voltage shall use.
- The highly efficient class D power supply shall adopt.
- It should available to adjust the volume atleast 50 grades by control box and when the volume is 0 power amplifier it should work in silence without any noise.
- It should be connected to control box by USB interface and it should easy for setup.
- Maximum Peak Work Power - < 18W
- Maximum Average Work Power - < 8W
- Work Temperature - -10°C to 80°C
- Setting Mode - By control Box
- IP Grade - IP 65
- Warranty - 5 years comprehensive

2.3 Pedestrian Detection Cameras

The purpose of installation of the camera is to confirm, that pedestrian has not departed the crossing zone before the "walk signal" appears. If the pedestrian departs the crossing zone prior to the appearance of the "walk signal" the call from the such pedestrian by pressing the push button should be cancelled.

The basic feature of the camera should be able to detect the human presence in the vicinity of the push button unit of the Pedestrian Controller System. The detection distance should be at least 5m and the area of detection should be adjusted with the tilting of the camera at site. Under normal circumstances it would be 2m * 4m.

Microwave Radar or Video motion detector cameras or any other practically viable detector systems should be used.

The camera should be operated with 230V power supply 24 months warranty should be offered for the detector system.

The contractor should verify the logic in the already installed controller units for the compatibility of the offered camera.

2.5 Luminous Directional Signs

Specially designed Directional Sign shall be made of Retro Reflective Sheeting pasted on 40cmx40cm composite Aluminum frame. However, the width of the frame has to be matched with the width of the relevant signal head. This shall be fixed to signal head using nuts and bolts as instructed by the Engineer.

The sign face shall be fully reflector zed.

Reflective sheeting shall be of High Intensity Prismatic Grade confirming to ASTM D 4956 Type IV with green background and letters symbols shall be in white. The surface of the sheeting shall be smooth and flexible and have high durability under all weather conditions, heat and moisture and be strongly fungus-resistant.

The colour of the sheeting shall be even and free from any spots or loss of colour. The colour shall not fade appreciably under local weather conditions during its expected service life.

The co-efficient of retro reflection shall not be less than the minimum values specified in the Table below.