

# Section - 2 STANDARD FORMS [CONTRACT]

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

19 (GS)

Vote:

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.





[Letter heading paper of the procuring entity]

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To:	(3.5)			
	[name and addre	ess of the Contractor	r]	
This is to notify you that you and remedying defects of the Contract and identification nu	mber] for the Cor	ntract price of	[ nam	name of the ne of currency]
accordance with Instructions is hereby accepted.				
The adjudicator shall be ij greed] shall be appointed (ICTAD).				
You are hereby instructed to pathe Contract documents.	proceed with the	execution of the sa	aid Works in acco	ordance with
The Start Date shall be:		(fill the date as p	er Conditions of C	ontract).
The amount of performance S of Contract).	ecurity is:		(fill as pe	er Conditions
The performance Security shal as per Conditions of Contract).	l be submitted or	n or before		(fill the date
Authorizes Signature :				9 *
Name and title of Signatory:				
Na of Agency :				



# P\$ (66)

# 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:
<ol> <li>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.</li> <li>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.</li> <li>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.</li> <li>Witness whereof the parties thereto have caused this Agreement to be executed the day and ear aforementioned, in accordance with laws of Sir Lanka.</li> </ol>
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*horized signature of Contractor Authorized signature of Employer
OMMON SEAL COMMON SEAL
the presence of:
tnesses:
1. Name and NIC No. Signature. Address.
2. Name and NIC No. Signature. Address.





[ Name and address
Agency, and Address of Issuing Branch or Office]
Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo
Date:
ADVANCE PAYMENT GUARANTEE No:
We have been informed that[name of Contractor] has entered into Contract No:
(reference number of the contract) datedwith you, for
hermore, 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
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 In ded 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

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	16				
4	E 5		<u>*</u>		

Agency's Name, and Address of Issuing Branch or Office]	
Beneficiary: Municipal Commissioner, Colombo Municipa	l Council, Town Hall, Colombo 7
Date:	
PERFORMANCE GUARANTEE No.:	********
We have been informed that	
(hereinafter called "The contactor") has entered into Con-	
(reference number of the contract) dated with y	
(name of contract) (herei	nafter called "the Contract").
Furthermore, we understand that, according to the condition	s of the Contract, a performance
guarantee is required.	The second second
At the request of the Contractor, we	Inama of Agencyl
hereby irrevocably undertake to pay you any sum or sums not	
[amount in figures] (	
upon receipt by us of your first demand in writing accompanie	
that the Contractor is in breach of its obligation(s) under the Co	
prove or to show grounds for your demand or the sum specified	
This guarantee shall expire, no later than the Day of	20finsert date, 28
days beyond the Intended Completion Date] and any demand	
received by us at this office on or before that date.	74
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Y	2
	20
signature (s)]	





[Issuing Agency
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
For thermore, we understand that, according to the conditions of the Contract, when the works have being 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
This guarantee shall expire, at the latest, [insert 28 Days afterthe 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)]



# 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



(BV)

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/01-2<sup>nd</sup> 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 disserted to purchase it from ICTAD. (Now CIDA – Construction Industry Development Authority)

# 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/Reclemation Road/Sangaraja Mawatha)

1. Having examined the Standard Bidding Document - Procurement of Works

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

Gentleman,

[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 nos
in accordance with the said conditions.
<ol><li>I/We acknowledge that the Contract Data forms part of our Bid.</li></ol>
<ol><li>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 Contact within the time stated in the Contract Data.</li></ol>
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.
<ul><li>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.</li><li>6. I/We accept I/we do not accept the Adjudicator.</li></ul>
<ol><li>I/We understand that you are not bound to accept the lowest or any Bid you may receive.</li></ol>
Dated thisday of20in the capacity ofduly authorized to sign tenders for and on behalf of
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	(attach copies of relevant pages from the registration book)
Grade	
Specialty	
Expiry Date	
Blacklisted Contractors	
Have you been declared as a defaulted cont	ractor by NPA or any other Agency? ( Yes/No)
If yes provide details	
VAT Registration Number	
Construction Program	(attach as annex)
Legal status	(attach relevant status copies, as annex)
Value of Construction works performed	No. of the last of
in last 5 years	(attach copies of Certificate of Completion etc and other
Year	documents such as profit-loss and income expenditure statement)
Year	
Year	
Year	
Year	
Value of similar works completed in	1. Value Year
last 5 year (indicate only the three	
largest projects)	2. Value Year
	3. Value Year
	(attach copies of certificate of completion etc., as annex)
Qualification and experience of	Technical:
Technical Staff at site	1. A qualified Civil Engineer
	2. A qualified Technical Officer in the relevant field
	(attach educational, professional, experience certificates of each person)



# 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, Reclemation 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 dirtrffic@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/Reclemation 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, Reclemation Road and Sangaraja Mawatha
- (1.0) The Start Data 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%

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#### 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 ROSSINGS.

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

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

#### .. 0 Proposed facilities & Specifications

Colombo Municipal Council propose to install the Traffic signals at the above location with the several facilities including Audibie 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.

≥ 255cd for Red, ≥291cd for Yellow, ≥510cd for Green · Light intensity:

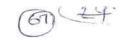
 Outside material Fiber or Poly Carbonate

-10 ~80°C · Operating Temperature:

5 years comprehensive Warranty

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.

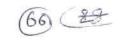
Pedestrian Count Down - Green man time countdown units should be installed at either side of the Pedestrian signal heads. The two digit countdown units should have a height of at least 16 cm. LED, seven segment display system or any other method of long distance visibility ( about 20m ) may be used for 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 interuption of power down mode and less than 2 years operation error.
- o CE power supply with AC220V~AC230V wide range working voltage shall use.
- o 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 noice.
- It should be connected to control box by USB interface and it should easy for setup.
- o Maximum Peak Work Power < 18W
- o Maximum Average Work Power < 8W
- o Work Temperature -10°C to 80°C
- o Setting Mode By control Box
- o IP Grade IP 65
- o 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.