



COLOMBO MUNICIPAL COUNCIL CENTRAL PROCUREMENT DEPARTMENT

Tel.: 2686389 Fax: 2662329

BID FOR THE SUPPLY OF : **Electrical Items.**
BID NO. : **CPD 10/932/2024**
BID OPENING DATE AND TIME : **16.05.2024.** @ **10.00 am**

PART I
(For office use only)

Name of the Firm:

Department Receipt No : - MT's Receipt No :

.....
Issuing Officer

Date: -.....

PART II
(To be filled by the Bidder)

- 1. **Name of the Bidder:** -
- 2. **Business Address:** -
.....
- 3. **Telephone Numbers:** -
- 4. **Fax Numbers:** -
- 5. **Email Address :** -
- 6. **VAT Registration No:** -
- 7. **Bid Security No:** -
- 8. **Bid Security Amount:** -

(To be filled by the Bidder)



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

Invitation of Bids

Supply of Electrical Items.

CPD 10/932/2024

List of Tender/Bid Documents

- **Section I- Instruction to tenderers (ITT)/ Instruction to bidders**
- **Section II. Tender data Sheet (TDS) / Bid data Sheet**
- **Section III. Evaluation Criteria**
- **Section IV. Tender/Bid Forms**
 - **Tender/Bid Submission Form**
 - **Price Schedule**
 - **Tender/Bid Security (Guarantee)**
- **Section V. Schedule of Requirements**
 - **List of Goods and Delivery Schedule**
 - **Technical Specification**
 - **Inspections and Tests**
- **Section VI. Conditions of Contract (CC)**
- **Section VII. Contract Data**
- **Section VIII. Contract Forms**
 - **Contract Agreement**
 - **Performance Security**

*Section I Instructions to Bidders***Section I. Instructions to Tenderers (ITT)/ Instructions to Bidders**

ITT shall be read in Conjunction with the Section , Tender Data Sheet (TDS)/Bid Data Sheet, Which shall take precedence over ITT

General**1. Scope of Tender/Bid**

1.1 The Purchaser **indicated in the Tender/Bid Data Sheet (TDS)/**, issues these Tender/Bid Documents for the supply of Goods and Related Services incidental there to as specified in Section V, Schedule of Requirement. The name and identification number of this Tender/Bid are **Specified in the TDS**. The name, Identification, and number of lots (Individual contracts), if any, are **provided in the TDS**.

1.2 Throughout these Tender/Bid Documents :

- a) the term “in writing “ means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa; and
- c) “day” means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the source **specified in the TDS**.

3. Ethics, Fraud and Corruption

3.1 The attention of the tenderers/Bidders is drawn to the following guidelines

- Parties associated with Tender/Bid Actions, namely, suppliers contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Tender Action. No gifts or inducement shall be accepted. Suppliers / Contractors are liable to be disqualified from the Tender/Bid process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the if an official.

Section I Instructions to Tenderers/Bidders

3.2 The purchaser requires the tenderers/Bidders, Suppliers, Contractors, and consultants to observe the highest standard of ethics during the the purchasing and execution of such contracts. In pursuit if this policy:

a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Tender/bid process or in contract execution;

b) “Fraudulent practice” means a misrepresentation or omission of facts in order to Tender/Bid influence a Tender/Bid process or the execution of a contract;

c) “collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITT Clause 3.2, the Purchaser will reject a Tender/bid, if it is found that a tenderer/Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible tenderers/Bidders

4.1 All tenderers/bidders shall possess legal right to supply the Goods under this contract.

4.2 A tenderer/bidder shall not have a conflict of interest. All tenderers/bidders found to have conflict of interest shall be disqualified. tenderers/bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they

a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the

Tender/Bid of the goods to be purchased under these Tender Documents ; or

Section I Instructions to tenderers

b) Submit more than one tender/bid in this tendering/bidding process.

However, does not limit the participation of subcontractors in more than one Tender/bid.

4.3 The tenderers/bidders that is under a declaration of ineligibility by the Colombo Municipal Council (CMC), at the date of submission of tenders/bidders or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of CMC.

4.4 Foreign tenderer/bidder may submit a tender/bidder only if so stated in **the TDS.**

5. Eligible Goods and Related Services

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

Contents of Tender/Bid Documents

6. Sections of Tender/Bid Documents

6.1 The tender/Bid Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITT Clause 8.

Volume 1

- Section I. Instructions to tenderers (ITT)/Instructions to Bidders
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Tender Data Sheet (TDS)/ Bid Data Sheet
- Section III. Evaluation and Qualification Criteria
- Section IV. Tender/Bid Forms
- Section V. Schedule of Requirements

- Section VII. Contract Data
- Invitation for Tender/Bid

Section I Instructions to tenderers/ bidders

- 6.2** The tenderer/Bidder is expected to examine all instructions, forms, terms, and specifications in the Tender/Bid Documents Failure to furnish all information or documentation required by the Tender/Bid Documents may result in the rejection of the Tender/Bid.

7. Clarification of Tender Document

7.1 A prospective tenderer requiring any clarification of the Tender/Bid Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the TDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of Tenders/bids. The Purchaser shall forward copies of its response to all those who have purchased the Tender/Bid Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Tender/Bid Documents as a result of a clarification, it shall do so following the procedure under ITT Clause 8.

8. Amendment of Tender/Bid Document

8.1 At any time prior to the deadline for submission of tenders/Bidders, the Purchaser

8.2 Any addendum issued shall be part of the Tender/Bid Documents and shall be communicated in writing to all who have purchased the Tender/Bid Documents.

8.3 To give prospective tenderers/Bidders reasonable time in which to take an addendum into account in preparing their tenders/Bidders, the Purchaser may, at its discretion, extend the deadline for the submission of tenders, pursuant to ITT Sub-Clause 23.2

Preparation of Tenders/Bids

9. Cost of Tender/Bids

9.1 The tenderer shall bear all costs associated with the preparation and submission of its tender/bids, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10. Language of Tender/Bids

10.1 The Tender/Bid, as well as all correspondence and documents relating to the Tender/Bid (including supporting documents and printed literature) exchanged by the Tenderer/Bidder and the Purchaser, shall be written in English language.

Section I Instructions to tenderers

11 . Documents Comprising the Tender/Bid

11.1 The Tender/Bid shall comprise the following:

- a) Tender/Bid Submission Form and the applicable Price Schedules, in accordance with **ITT Clauses 12, 14, and 15;**
- b) Bid Bond/Security, in accordance with ITT Clause 20;
- c) Documentary evidence in accordance with ITT Clauses 18 and 29, that the Goods and Related Services conform to the Tender/Bid Documents;
- d) Documentary evidence in accordance with ITT Clause 18 establishing the tenderer's/bidder's qualifications to perform the contract if its tender/bid is accepted; and
- e) Any other document required in the TDS.

12 . Tender/Bid Submission Form and Price Schedules

12.1 Any other document required in the TDS. form furnished in Section IV, Tender/Bid Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13 . Alternative Tenders/Bids

13.1 Alternative tenders/Bids shall not be considered.

14 . Tender/Bid Price and Discounts

14.1 The tenderer/Bidder shall indicate on the price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a tenderer/bidder wishes to offer discount as a lot the tenderers/Bidders may do so by indicating such amounts appropriately.

14.3 If so indicated in ITT Sub-Clause 1.1, tenders are being invited for

individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers/Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

Section I Instructions to tenderers

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

(a) On components and raw material used in the manufacture or assembly of goods quoted; or

(b) on the previously imported goods of foreign origin

(ii) However, VAT shall not be included in the price but shall be indicated separately;

(iii) The price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) The price of other incidental services

14.5 The Prices quoted by the tenderer shall be fixed during the tenderer's/bidder's performance of the Contract and not subject to variation on any account. A tender/bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. pursuant to ITT Clause 31.

14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15 . Currencies of Tender/bid

15.1 Unless otherwise stated in Tender/bid Data Sheet, the tenderer/bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16 . Documents Establishing the Eligibility of the Tenderer/Bidders

16.1 To establish their eligibility in accordance with ITT Clause 4, tenderer shall complete the Tender/Bid Submission Form, included in Section IV, Tender/ Bidding Forms.

17 . Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related

Services to the Tender/Bid Documents, the tenderer/Bidder shall furnish as part of its tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

Section I Instructions to tenderers

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The tenderer/bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the TDS** following commencement of the use of the goods by the Purchaser.

18 . Documents Establishing the Qualifications of the Tenderers

18.1 The documentary evidence of the tenderer's/bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a)** A Tenderer/Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tender/bid Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
- (b)** that, if required in the TDS, in case of a tenderer/bidder not doing business within Sri Lanka, the tenderer/Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c)** that the tenderer/bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19 . Period of Validity of Tenders/Bids

19.1 Tenders/Bids shall remain valid until the date specified in the TDS. A tender valid for a shorter date shall be rejected by the Purchaser as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the

tender/bid validity date, the Purchaser may request tenderers to extend the period of validity of their tenders/bids. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT Clause 20, it shall also be extended corresponding period. A tenderer/bidder may refuse the request without forfeiting its Tender/bid Security. A tenderer/bidder granting the request shall not be required or permitted to modify its tender/bid.

Section I Instructions to tenderers/bidders

20. Bid Bond/ Security

20.1 The Tenderers/Bidders shall furnish as part of its Tender a Bid Bond/ Security, as specified in the TDS.

20.2 The Bid Bond/ Security shall be in the amount specified in the TDS and denominated in Sri Lanka Rupees, and shall:

- (a) at the Tenderer's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by a institution acceptable to Purchaser.
- (c) be substantially in accordance with the form included in Section IV, Tender Forms;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITT **Clause e** conditions listed in ITT Clause
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period specified in the TDS

20.3 Any Tender/Bid not accompanied by a substantially responsive Bid Bond/ Security in accordance with ITT Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Bond/ Security of unsuccessful tenderers/bidders shall be returned as promptly as possible upon the successful tenderer's/bidder's furnishing of the Performance Security pursuant to ITT Clause 43.

20.5 The Bid Bond/ Security may be forfeited:

- (a) if a tenderer/bidder withdraws its tender/bid during the period of bid validity specified by the tenderer/bidder on the Tender/bid Submission Form except
As provided in ITT Sub-Clause 19.2; or

- (b) if a tenderer/bidder does not agreeing to correction of arithmetical errors in pursuant to ITT Sub-Clause 30.3

Section I Instructions to tenderers/bidders

- (c) if the successful tenderer/bidder fails to:
 - i) sign the Contract in accordance with ITT Clause 42;
 - ii) Furnish a Performance Security in accordance with ITT Clause 43.

21 Format and Signing of Tender/Bid

21.1 The tenderer/bidder shall prepare one original of the documents comprising the Tender/bid as described in ITT Clause 11 and clearly mark it as "ORIGINAL." In addition, the tenderer/bidder shall submit a copy of the tender and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the tenderer/bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender/Bid.

Submission and Opening of Tenders/Bids

22. Submission, Sealing and Marking of Tenders /Bids

22.1 Bidders may always submit their Tenders/Bids by hand.

(a) Tenderers/Bidders submitting tenders by hand, shall enclose the original and the copy of the Tender/bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser in accordance with ITT
- (b) bear the specific identification of this tendering/bidding process as indicated in the TDS; and

- (c) bear a warning not to open before the time and date for tender opening, in accordance with ITT Sub-Clause 26.1

Section I Instructions to tenderer/bidder

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the tender.

23 . Deadline for Submission of Tenders/Bids

23.1 Tenders/Bids must be received by the Purchaser at the address and no later than the date and time **specified in the TDS**.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Purchaser and tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24 . Late Tenders/Bids

24.1 The Purchaser shall not consider any tender that arrives after the deadline for submission of tenders, in accordance with ITT Clause 23. Any tender/bid received by the Purchaser after the deadline for submission of tenders/bids shall be declared late, deadline for submission of tenders shall be declared late, rejected, and returned unopened to the Tenderers.

25 . Withdrawal, and Modification of Tenders/Bids

25.1 A tenderer/bidder may withdraw, or modify its tender/bid after it has been submitted by sending a written notice in accordance with ITT Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITT Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and
- (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 23.

25.2 Tenders/Bids requested to be withdrawn in accordance with ITT Sub-Clause 25.1 shall be returned to the tenderers/bidders only upon notification of contract award to the successful tenderer in accordance with sub clause 41.1

25.3 No Tender/Bids may be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer/bidder on the Tender/Bid Submission Form or any extension thereof.

Section I Instructions to tenderers/bidders

26 Tender/Bid Opening

26.1 The Purchaser shall conduct the tender/bid opening in public at the address, date and time **specified in the TDS**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No tender/bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at tender opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender/Bid. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender/Bid opening. Only envelopes that are opened and read out at tender/bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the tenderer and whether there is a modification; the Tender/Bid Prices, including any discounts and alternative offers; the presence of a Tender/Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Tender/Bid opening shall be considered for evaluation. No Tender/Bid shall be rejected at Tender/Bid opening except for late tenders/bids, in accordance with ITT Sub Clause 24.1.

26.4 The Purchaser shall prepare a record of the tender/bid opening that shall include, as a minimum: the name of the tenderer/bidder and whether there is a withdrawal, or modification; the Tender/Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Tender/Bid security or Tender/Bid-Securing Declaration. The tenders/Bids that were opened shall be resealed in separate envelopes, promptly after the tender/bid opening. The tenderer's/bid's representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all tenderers/bidders who submitted tenders in time.

Evaluation and Comparison of Tenders/Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of Tenders/Bids, and recommendation of contract award, shall not be disclosed to Tenderer/Bidders or any other persons not officially

concerned with such process until publication of the Contract Award.

27.2 Any effort by a Tenderer/Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Tenders/Bids or contract award decisions may result in the rejection of its Tender/Bid.

Section I Instructions to tenderers

27.3 Notwithstanding ITT Sub-Clause 27.2, if any tenderer/bidder wishes to contact the Purchaser on any matter related to the tendering/ bidding process, from the time of tender opening to the time of Contract Award, it should do so in writing.

28. Clarification of Tenders/Bids

28.1 To assist in the examination, evaluation, comparison and post qualification of the tenders/bids, the Purchaser may, at its discretion, request any tenderer/bidder for a clarification of its tender. Any clarification submitted by a tenderer/bidder in respect to its tender and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the be in writing. No change in the prices or substance of the tender/bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with Evaluation of the tenders, in accordance with ITT Clause 30.

29. Responsiveness of Tenders/Bids

29.1 The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender/bid it self.

29.2 A substantially responsive tender/bid is one that conforms to all the terms, conditions, and specifications of the Tender/bid Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affect in any substantial way the scope , quality ,or performance of the Goods and Related Services specified in the Contract ;or

(b) limits in any substantial way, inconsistent with the Tender/Bid Documents, the Purchaser's rights or the tenderer's obligations under the Contract ;or

(c) if rectified would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

29.3 If a tender is not substantially responsive to the Tender/bid Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by

the tenderer/bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a tender is substantially responsive, the Purchaser may waive any non-conformities or omissions in the tender/bid that do not constitute a material deviation.

Section I Instructions to tenderers/bidders

30.2 Provided that a tender/bid is substantially responsive, the Purchaser may request that the tenderer/bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the tender/bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the tenderer/bidder to comply with the request may result in the rejection of its Tender.

30.3 Provided that the tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the tenderer/bidder that submitted the lowest evaluated tender/bid does not accept the correction of errors, its tender shall be disqualified and its tender/bid Security shall be forfeited .

31. Preliminary Examination of Tenders/Bids

31.1 The Purchaser shall examine the tenders/bids to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Purchaser shall confirm that the following documents and

information have been provided in the tender. If any of these documents or information is missing, the tender/bid shall be rejected.

- (a) Tender Submission Form, in accordance with ITT Sub-Clause 12.1;

Section I Instructions to tenderers/bidders

- (b) Price Schedules, in accordance with ITT Sub-Clause 12;
- (c) Bid Bond/Security, in accordance with ITT Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the tender/bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Tenderer/Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the tender/bid submitted in accordance with ITT Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Tender/Bid Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the tender/bid is not substantially responsive in accordance with ITT Clause 29, the Purchaser shall reject the Tender/Bid.

33. Conversion to Single Currency

33.1 If the tenderers/bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all tender/bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of tenders/bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Examination/Evaluation of Tenders/bids

35.1 The Purchaser shall Examine/evaluate each tender/bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To Examine/ evaluate a Tender/bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITT Clause 35.

Section I Instructions to tenderers/bidders

35.3 To evaluate a Tender/Bid, the Purchaser shall consider the following:

- (a) The Tender/Bid Price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITT Sub-Clause 30.3;
- (c) Price adjustment due to discounts offered in accordance with ITT/ITB Sub-Clause 14.2; and 14.3
- (d) Adjustments due to the application of the evaluation criteria specified in the BDS/TDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) Adjustments due to the application of a domestic preference, in accordance with ITT/ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a tender/bid may require the consideration of other factors, in addition to the factors stated in ITT Sub-Clause 35.3, if specified in TDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders.

35.5 If so specified in the TDS, these Tender/Bid Documents shall allow tenderers/bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one tenderer/bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Tenders/Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated tender/bid, in accordance with ITT Clause 35.

37. Post qualification of the Tenderer/Bidder

37.1 The Purchaser shall determine to its satisfaction whether the tenderer/bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of

the documentary evidence of the tenderer's qualifications submitted by the tenderer/bidder, pursuant to ITT/ITB Clause 18.

Section I Instructions to tenderers/bidders

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the tenderer/bidder. A negative determination shall result in disqualification of the tender/bid, in which event the Purchaser shall proceed to the next lowest evaluated tender to make a similar determination of that tenderer's/bidder's capabilities to perform satisfactorily.

38. Purchaser's Right to Accept Any Tender/Bid, and to reject any or All Tenders

38.1 The Purchaser reserves the right to accept or reject any tender/bid, and to annul the tendering/bidding process and reject all tenders/bids at any time prior to contract award, without thereby incurring any liability to tenderers/bidders.

Award of Contract

39. Award Criteria

39.1 The Purchaser shall award the Contract to the tenderer/bidder whose offer has been determined to be the lowest evaluated tender/bid and is substantially responsive to the Tender/Bid Documents, provided further that the tenderer/bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the tender and the Tender/Bid Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of tender/bid validity, the Purchaser shall notify the successful tenderer, in writing, that its tender has been accepted.

41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful tenderer's/bidder's furnishing of the signed Contract Form and performance security pursuant to ITT Clause 43, the Purchaser

will promptly notify each unsuccessful tenderer/bidder and will discharge its tender security, pursuant to ITT Clause 20.4.

Section I Instructions to Tenderers/Bidders

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful tenderer to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful tenderer/bidder shall submit acceptance letter.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful tenderer/bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning tenderer/bidder to each unsuccessful tenderer/bidder and discharge the Tender/bid Securities of the unsuccessful tenderers/bidders pursuant to ITT Sub-Clause 20.4.

43.2 Failure of the successful tenderer/bidder to submit the above mentioned performance security or submit the Contract shall constitute grounds for the annulment of the award and forfeiture of the Tender or execution of the Bid Bond/Security. In that event the Purchaser may award the Contract to the next lowest evaluated tenderer/bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Tender Data Sheet (TDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT Clauses.]



ITT Clause Reference	A. General
ITT 1.1	The Purchaser is ¹ : Colombo Municipal Council
ITT 1.1	The name of the Bidder is : Supply of Electrical Items CPD 10/932/2024
ITT 2.1	The source of funding is ² : CMC Funds
	B. Contents of Tender Documents
ITT 7.1	For Clarification of tender purposes only, the Purchaser's address is: Attention ³ : Chief Accountant (Procurement) Address ⁴ : Central Procurement Department, Colombo Municipal Council Telephone: 0112-686389,0112-673173 Facsimile number: 0112-662329 Electronic mail address: caccproc@colombo.mc.gov.lk
ITT 11.1 (e)	The bidders shall submit the following additional documents: [insert list of documents, if any] 1. Full Details of Bidder's Business / Company Registration with the memorandum & articles of the company. 2. Details of performance evidence for past three years.(Awarding letters, purchase orders & performance letters etc.) 3. Copy of VAT Registration letter. 4. Bidders whose Bids are over Rs. 5.0 Million should submit PCA 3 certificates issued by the public contract register.
	C. Preparation of Tenders
ITT 19.1⁵	The Bidder price shall be validity until 120 days from the date of Bid opening & Bidder can't change the Bid prices within the agreement period.
ITT 20.1	(a) Bid shall include a Bid Bond/Bid Security (issued by bank) included in Section IV bid Forms;

¹ insert **complete** legal name of the Procuring Entity

² insert the source of funding such as GOSL, World Bank, Asian Development Bank etc

³ insert name and designation of the Officer responsible for clarifications e.g. Head of the Procurement Division if any]

⁴ insert floor and room number, if applicable

⁵ insert day, month, and year, i.e. 16 September, 2006

	<p>Bid Bond/ Bid Security obtained in favour of the Municipal Commissioner to the value of Rs. 200,000.00 (Rupees Two Hundred Thousand Only) valid for 150 days (One Hundred & Fifty days) from the closing date of tenders should be provided along with the Bid. Bid Guarantee should be obtained only from a recognized Bank accepted by the Central Bank of Sri Lanka under Banking Act No: 30 of 1988.</p>
<p>ITT 20.2⁶</p>	<p>The amount of the Bid Bond/ Bid Security shall be⁷: Rs. 200,000.00 (Two Hundred Thousand Only) The validity period of the Bid Bond/ Bid security shall be until⁸ : 13.10.2024 (150 Days, from the opening of bids)</p>
	<p>D. Submission and Opening of Bids</p>

⁶ Delete if TDS ITT 20.1 (b) is selected

⁷ [insert amount

⁸ insert day, month, and year, i.e. 13 October, 2006

<p>ITT 22.2 (c)</p>	<p>The inner and outer envelopes shall bear the following identification marks⁹: Bid for Supply of Electrical Items.</p> <p>CPD 10/932/2024.</p> <p>BIDS should be forwarded in Original with Duplicate. Both copies of the bid shall be signed and sealed by the Bidder and enclose in separate envelopes and Seal, each shall be marked “ORIGINAL” & “DUPLICATE” and the Name of the Bidding, Item and Closing Date: and Address to the “Municipal Commissioner” Colombo Municipal Council, Town Hall, Colombo 07.</p> <p>Thereafter Both ORIGINAL and DUPLICATE should be enclosed to one envelop and Sealed AND mark the Name of bidding item to be supplied on top left hand corner and Closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07.</p> <p>The duly perfected bids 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.</p> <p>BIDDERS or their authorized representatives are allowed to be present at the time of opening of the Bids.</p>
<p>ITT 23.1</p>	<p>For tender submission purposes, the Purchaser’s address is: Attention¹⁰ : Municipal Commissioner Address¹¹: Colombo Municipal Council , Town hall ,Colombo 07</p> <p>The deadline for the submission of bids is : Supply of Electrical Items.</p> <p>Date : 16.05.2024 Time¹²: 10.00 a.m.</p>

⁹ insert the name and/or number that must appear on the tender envelope to identify this specific tendering process

¹⁰ insert full name and the designation of the officer in charge

¹¹ insert floor and room number, if applicable] [important to avoid delays or misplacement of tenders

¹² insert time, and identify if a.m. or p.m., i.e. 10:00 a.m

ITT 26.1	<p>The bid opening shall take place at: Colombo Municipal Council</p> <p>Address: Municipal Secretary's Department, Colombo Municipal Council Town hall Colombo 07</p> <p>Date: 16.05. 2024</p> <p>Time: 10.00 a.m.</p>
E. Evaluation and Comparison of Tenders	
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITT 35.4¹³	<p>The following factors and methodology will be used for evaluation: (list the factors and methodology)</p> <ol style="list-style-type: none"> I) <i>Completeness of Bidder's bid submission form with Authorized signature (ITT 12.1)</i> II) <i>Bid Bond/ Bid security shall be describe in the TDS</i> III) <i>Comply to the all the terms, conditions & specifications of the Bid document.</i> IV) <i>Comply with key provisions of the specifications & Conditions</i> <ul style="list-style-type: none"> • <i>comply with delivery period.(Delivery Shall be within 14 days from the date of issuing purchase order)</i> • <i>Selected bidder's shall supplied in time to the Colombo Municipal Council Supply of Electricals Items specified in TDS as per the work Schedule</i> V) <i>Price schedule shall be according to the section IV of Bid forms.</i> VI) <i>Check samples to comply according to the specifications & expected quality.</i> VII) <i>Quality of the product / material.</i> VIII) <i>Price Comparison.</i> IX) <i>PCA (3) Registration.</i>

¹³ Insert only if required

Section III. Evaluation and Qualification Criteria

Qualifications

Step 01

1. The Bidder eligible
 - 1.1 The Bidder shall be registered as a company Partnership or Individual business under relevant authorities in Sri Lanka to Supply of Electrical Items..... (Yes / No)
2. Duly filled Bid Submission form & bid documents (Yes / No)
3. Bid Submission form and all relevant tender documents duly filled and is signed properly by and authorized party, including the power of attorney if stipulated and generally in order. (Yes / No)
4. Bid Bond/Security submitted is in a acceptable format for required amount and duration (As per describe in bid data sheet) (Yes / No)
5. Availability of PCA (3) (if relevant) (Yes / No)

If Qualified

Step 02

6. Bid is containing all required critical documents including Supporting evidence of Bidder is eligibility and qualified..... (Yes / No)
 - 6.1 Price schedule shall be according to the section IV of Bid Forms..... (Yes / No)
 - 6.2 Comply to the all the terms, conditions & specifications of the bid Document. (Yes / No)
 - 6.3 Comply with key provisions of the specifications & Conditions
 - comply with delivery period (delivery shall be within 30 days from the date of issuing purchase Order) (Yes / No)
 Bidder's shall supply in time to the Colombo Municipal Council the Electrical Items specified in TDS as per the(Yes / No)
 - 6.4 Check Samples to comply according to the specifications.....(Yes / No)
 - 6.5 Quality of the product. (Yes / No)
 - 6.6 Comply to specifications.....(Yes / No)

Step 03

Section IV. Tender Forms

If Qualified

7. Price Comparison (Yes / No)

Table of Forms

Bid Submission Form

Price Schedule:

Bid Bond/Bid Security (Guarantee)

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

No.: CPD 10/932/2024.

To: Municipal Commissioner, Colombo Municipal Council.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
.....
- (b) We offer to supply in conformity with the Bid Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods
- (c) The price of the bid for Supply of Electrical Items without VAT, including any discounts offered is mentioned in the price schedule. Rs. Insert the Total bid price in word) (Page 29 to 30)
- (d) The price of the bid for Supply of Electrical Items with VAT, including any discounts offered is mentioned in the price schedule. Rs. Insert the Total bid price in word)
- (e) If the bid will be offered I/We accepted to Supply of Electrical Items under required quantity under mention in purchase order will be given by Colombo Municipal Council.
- (f) Our bid shall be with ITT Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period 120 days (Including bid submission and agreement period from submission of tender):-
.....(Accepted/ Not Accepted)
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with ITT Clause 43 and CC Clause 17 for the due performance of the Contract:-
..... (Accepted/ Not Accepted)
- (h) We have no conflict of interest in accordance with ITT Sub-Clause 4.3;
..... (Accepted/ Not Accepted)
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other bid that you may receive.
- (l) We understand that Colombo Municipal Council reserves the right to accept or reject any bid or part their of without giving any reason what so ever:

.....
Signed: *[insert signature of person whose name and capacity are shown]*

.....
In the capacity of *[insert legal capacity of person signing the Tender Submission Form]*

.....
Name: *[insert complete name of person signing the Tender Submission Form]*

.....
Duly authorized to sign the tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ **day of** _____, _____ *[insert date of signing]*

Colombo Municipal Council
PRICE SCHEDULE.

Supply of Electrical Items. No. CPD 10/932/2024.

Item No.	Description	QTY	Brand/Model/Make/ Country of Origin	Unit Price (Rs.)	18% VAT	Unit Price with VAT	Total Price (Rs.) (With Vat)
01.	Supply, Installation and Commissioning of Intelligent Street Light Control System includes the following major components of work.						
	i) Supply of LED Street Luminaires (As per Specification – Document 1 and Document 2 of Bid Document)	90 Nos.					
	ii) Supply of and installation of NEMA – 7 pin controllers for the LED street luminaires which are compatible with the other components of Intelligent Street Light Control System	90 Nos.					
	iii) Supply and installation of feeder pillars (As per Specification – Document 3 and Document 4 of Bid Document)	02 Nos.					
	iv) Supply, Installation and commissioning of Intelligent Street Light Control System with software and all the relevant equipment and accessories. (As per Specification Document 5 and Document 6 of Bid Document)	01 No.					

Note: Tenderer/Bidder should be dully filled, signed and forwarded this price schedule with the bid. Otherwise tender/bid will be rejected without giving any

reason whatsoever.

I/We agree and bind myself/ourselves that the price given in this tender/bid is valid for acceptance for a period of 120 days from the date of closing of bid and the quoted price will firm and not subject to adjustment, not can it be withdrawn after closing of the tender/bid and to supply, delivery and pile the materials at the CMC stores at the rate quoted by me/us and according to the specification given, on receipt of an official order issued by the Chief Accountant (Procurement) of the CMC.

Company VAT Reg. No.:.....

.....
Signature & Seal of the Firm
Date

NAME IN BLOCK CAPITALS:-.....
ADDRESS :-.....
.....

WITNESSES

Signature:

Name in Block Capitals:

Address:

Signature:

Name in Block Capitals:

Address:

Date:

Date:

Bid Bond/Bid Security

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the tender document]

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
 ----- [insert issuing agency's name, and address of issuing branch or office] -----

***Beneficiary:** Municipal Commissioner, Colombo Municipal Council.

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

TENDER/BID GUARANTEE No.: ----- [insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Tenderer; if a joint venture, list complete legal names of partners] (hereinafter called "the Tenderer/Bidder ") has submitted to you its bid dated ----- [insert (by issuing agency) date](hereinafter called "the Tender/Bid") for the supply of [insert name of Supplier] under Invitation for Tenders/Bids No. ----- [insert IFT number] ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders/Bids must be supported by a Tender/Bid Guarantee.

At the request of the Tenderer/Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] ----- [insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer/Bidder is in breach of its obligation(s) under the tender conditions, because the Tenderer/Bidder:

- (a) has withdrawn its Tender/Bid during the period of tender validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers/Bidders (hereinafter "the ITT/ITB"); or
- (c) having been notified of the acceptance of its Tender/Bid by the Purchaser during the period of tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITT/ITB.

This Guarantee shall expire: (a) if the Tenderer/Bidder is the successful Tenderer/Bidder, upon our receipt of copies of the Contract signed by the Tenderer/Bidder and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer/Bidder is not the successful Tenderer/Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer/Bidder that the Tenderer/Bidder was unsuccessful, otherwise it will remain in force up to ----- (insert date)

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

[signature(s) of authorized representative(s)]

Section V. Schedule of Requirements

Contents

1. List of Work Schedule.....

2 . Technical Specifications

3. Inspections and Tests

Section VI. Schedule of Requirements

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	unit	Delivery Location	Delivery Date ¹		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the Tenderer] After issuing PO
1	Supply, Installation and Commissioning of Intelligent Street Light Control System includes the following major components of work.		.	Colombo Municipal Council Main Stores, Suduwella, No. 175, Darley Rd, Colombo 10	Within 07 days days after issuing purchase order	Within 14 days after issuing purchase order.	Within days after issuing purchase order.
	Supply of LED Street Luminaires (As per Specification – Document 1 and Document 2 of Bid Document)	90	Nos.	Colombo Municipal Council Main Stores, Suduwella, No. 175, Darley Rd, Colombo 10	Within 07 days days after issuing purchase order	Within 14 days after issuing purchase order.	Within days after issuing purchase order.
	Supply of and installation of NEMA – 7 pin controllers for the LED street luminaires which are compatible with the other components of Intelligent Street Light Control System	90	Nos.	Colombo Municipal Council Main Stores, Suduwella, No. 175, Darley Rd, Colombo 10	Within 07 days days after issuing purchase order	Within 14 days after issuing purchase order.	Within days after issuing purchase order.

¹ applicable only if delivery is considered for evaluation. If not only one column "Delivery Date" duly filled by the Purchaser is required ² Refer ITB 17.3 and list accordingly

	Supply and installation of feeder pillars (As per Specification – Document 3 and Document 4 of Bid Document)	02	Nos.	Colombo Municipal Council Main Stores, Suduwella, No. 175, Darley Rd, Colombo 10	Within 07 days days after issuing purchase order	Within 14 days after issuing purchase order.	Within days after issuing purchase order.
	Supply, Installation and commissioning of Intelligent Street Light Control System with software and all the relevant equipment and accessories. (As per Specification Document 5 and Document 6 of Bid Document)	01.	No.	Colombo Municipal Council Main Stores, Suduwella, No. 175, Darley Rd, Colombo 10	Within 07 days days after issuing purchase order	Within 14 days after issuing purchase order.	Within days after issuing purchase order.

SPECIFICATION**INTRODUCTION:**

It is proposed to implement an 'Intelligent Street Light Control System' for the street lights functioning in Colombo City which enables control, monitoring and obtaining real time data and reports of the system.

As the Phase 1 of the project, it is proposed to implement the system for George R. De Silva Mawatha, Robert Gunawardena Mawatha and adjacent roads which consist of 90 nos. street lamps.

SCOPE OF WORK:

Supply, installation and commissioning of Intelligent Street Light Control System includes the following major components of work.

- Supply of 90 nos. LED street luminaires. (As per Specification – Document 1 and Document 2 of Bid Document)
- Supply of and installation of 90 nos. NEMA-7 pin controllers for the LED street luminaires which are compatible with the other components of Intelligent Street Light Control System
- Supply and installation of 02 nos feeder pillars (As per Specification – Document 3 and Document 4 of Bid Document)
- Supply, installation and commissioning of Intelligent Street Light Control System with software and all the relevant equipment and accessories. (As per Specification – Document 5 and Document 6 of Bid Document)
- Providing training regarding the Intelligent Street Light Control System to the CMC staff

Note: the tools, equipment and accessories required to accomplish the above work shall be supplied by the supplier.

DOCUMENT 1: SPECIFICATIONS FOR LED STREET LIGHT FITTINGS

Supply of LED Street Lighting complete fittings shall include luminaries, LED drives, protective devices, fixing accessories etc as described in these specifications and testing as specified herewith. There should be the provision to fix NEMA -7 pin controllers on the top of a luminaire or controlling device inside the luminaire. LED fittings to be fixed on single armed 10m height street light poles

1. TECHNICAL REQUIREMENTS

1.1 SYSTEM PARAMETERS AND SERVICE CONDITIONS

1. Nominal Voltage : 400/230V
2. System Highest Voltage : 415/240V
3. System Frequency : 50 Hz
4. Average Ambient Temperature : 30^o - 45^oC
5. Maximum Relative Humidity : 90%

1.2 APPROVED BRANDS

All parts of the complete fittings shall be reputed branded and purchased from local agents. Approved brands are as follows.

1. LED Chips
Make: Cree/OSRUM/Niche/LumiLEDs or equivalent*. No low-quality make shall be accepted.
2. LED driver
Make: MOSO/INVENTRONICS/DONE/OSRAM/Phillips or equivalent*. No low-quality make shall be accepted.
3. LED luminaire
Make: Philips, Disano, Faelluce, or equivalent* No low-quality make shall be accepted.

*Equivalent on all above items mentioned and the photometrics, specifications, distribution, credibility of bidder and the supplier on product, test certificates and conformity to standards.

1.3 APPLICABLE STANDARDS

1. IEC 60598-1:1999 – Luminaire –General Requirements and Tests
2. IEC/BS EN 62504: General lighting - LEDs and LED modules - Terms and definitions
3. IEC -2-3:1999 –Particular Requirements – luminaires for Roads and Street lighting
4. IEC/PAS 62722-1:2011 – Luminaire Performance –Part 1: General Requirements
5. IEC 62031:2008 – LED modules for General Lighting – Safety Specifications
6. IEC 62384:2011 – DC or AC supplied electronic control gear for LED modules – performance Requirements

7. ANSI/NEMA C78.377-2011: American National Standard for Chromaticity of Solid-State Lighting Products
8. IEC 60529:2001 – Degrees of Protection provided by enclosure (IP code)
9. IEC 61000-4-4: 1995 – electromagnetic Compatibility (EMC): Testing and Measurement technics – Electrical fast transient / burst immunity test
10. IEC 61000-4-5: 1995 – electromagnetic Compatibility (EMC): Testing and Measurement technics – Surge immunity test
11. IES/IESNA LM-79-08 – Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Projects
12. IES/IESNA LM-80-08 – Approved Method: Measuring Lumen Maintenance of LED Light Sources
13. IEC/BS EN 62262: Degrees of protection provided by enclosures for electrical equipment against external mechanical Impact (IK code)
14. BS 7671:2018+A2:2022 or latest

1.4 LUMINAIRE

1.4.1 BASIC REQUIREMENTS

Basically, LED luminaires shall have following characteristics.

Type of the Lantern	Minimum Useful Output (Lumens)	Correlated Color Temperature/ (K)	Efficacy (lm/W)	Maximum Input Power/(W)	Colour Rendering Index
Road Lantern	14,400	4,000-4,300	>120	125	70 or more

Photometric distribution shall be sufficient to cover the road. The system efficiency shall take into consideration the LED efficacy, driver efficiency, optical efficiency and thermal efficiency and shall not be less than 80%.

The luminaires shall be such that the glare from individual LED is restricted and shall not cause inconvenience to the public.

1.4.2 LUMINAIRE HOUSING AND REFRACTOR

Luminaire housing and refractor shall be as follows.

1. Support Housing shall be made of die-cast aluminum (or appropriate) shielded with protective coating(s) and shall comply with requirements of IEC 60598-2-3 in conjunction with IEC 60598-1, such that adequate resistance to dust and moisture, impact/vibrations and corrosion is achieved.
2. Refractor (clear front lens) shall be Flat optic cover made from injected molded high impact acrylic plastic or tempered glass and shall be impact resistant.

3. Completely wired standard NEMA- 7 pin socket shall be available on the top with the provision to fix a lamp controller with NEMA-7 pin interface.
4. Color of the body shall be Grey
5. Spigot Entry shall be 40mm - 60mm
6. Ingress Protection shall be IP66
7. Impact Protection shall be IK08 or higher
8. Fixture should be equipped with specially designed heat sink to meet the excellent performance, durability and efficiency of LED
9. There shall be separate compartment for electronic control gear and light module and both shall be mounted at one same canopy housing which easily dismantle.
10. In the open position, the top canopy housing shall easily detachable for easy and upgrading maintenance without damaging or interrupting any part of the luminaire body, the bracket or the column.
11. Attachment of the luminaire to its bracket arm shall be by means of clamps or jam bolts and designed to accommodate spigot size of the luminaires. A minimum of two (2) locking bolts / jam screws shall be provided with Anti-Drop system.
12. The whole luminaire housing shall be designed with thermal management system to effectively dissipate heat generated from LED, electronic device and components. Multiple modular type of heat sink interchangeable is not acceptable.
13. All the material used in the (Luminaries) shall be halogen free, fire retardant and recyclable.
14. All parts shall operate well within the ratings with due consideration for the local conditions (high humidity of (60-80) % RH, hot (live) ambient temperature, Ta- 45°C) with fully sealed condition (Please attach manufactures data sheets).
15. Photobiological-safety of LED modules or LED luminaires shall not be more than Risk Group 1 (as per IEC 62471).

1.4.3 LEDs

The light source for LED luminaires shall be of high-powered LED made to LM-80 and high resistance to temperature and UV (single LED package) type with Ceramic Base substrate. Multichip-LED packages such as COB Type (Chip On Board), mid & low power LED and Plastic Base substrate/package type is not acceptable (LED Chip manufacturer must provide product lifetime metric data (IEC 62717) or LM 80 report as supporting document).

In addition to that,

1. Average minimum life time of the LEDs used in the fixture shall not be less than 50,000hrs
2. Rated lumen-maintenance life of LED at 50,000 hours shall not be less than 70% (L70 @ 50,000 hours).

Colombo Municipal Council
Specifications for LED Street Light Fittings

3. LED Junction temperature shall not cross more than 90 °C for longevity of luminaries. Solder point temp shall not cross 75°C.
4. The working life of the lamp at junction temperature of 80°C for 700mA currents shall be more than 50,000 hours of accumulative operation and shall be supported with the suitable section of the LM80 report from the LED manufacturer.

1.4.4 LAMP CONTROL GEAR

1. Electronic control gear (LED driver) shall be comprised of electronic circuit board, converter, built-in power factor correction unit, internal Surge Protective Device (SPD). The driver shall be able to withstand short circuit current, overload.
2. Power Factor shall not be less than 0.95 with Total Harmonic Distortion (THD)<10%.
3. Total Harmonic Distortion shall be complied with IEC 61000-3-6(Harmonics)
4. The lantern control gear shall fully comply with IEC 60598-2-3 in conjunction with IEC 60598-1 and IEC 6137-2-1 and all its inclusive parts referring specific control gear (as applicable)
5. Control gear shall also comply with performance requirements specified in IEC 60923 and/or IEC 62384 as applicable. It shall also comply with IEC 60342-2.
6. The driver or lighting module(s) or SPD should be able to independently replaced in the event of a burnout without damaging the luminaire.
7. The proposed control gear shall be complied with EN 55015 for radio disturbances, and all other requirements.
8. LED Driving current shall be less than or equal to test current in LM80 report.

1.4.5 LED DRIVERS

LED drivers shall be dimmable and programmable. They shall rectify higher voltage, alternating current to low-voltage, direct current.

1. Drivers shall allow to change the brightness in the luminaire automatically to adapt intelligently to the different night scenes that are necessary.
2. The driver cards shall cut off at 260V and shall resume normal working when nominal voltage is applied again. This is to ensure protection of luminaries from neutral faults and error in connection at sites.
3. Efficiency of driver electronics shall be more than 90%.
4. The LEDs shall be driven at the suitable current (700mA) and within the permissible limits specified by the LED luminaire manufacturer.
5. The luminaries shall be operable with auto adjustable 200-240V supply Voltage using the same driver.

6. The driver shall have a self-cooling system. LED driver shall be placed close to LED where possible to reduce electromagnetic interference with optional adjustable dimming system ready.
7. Shall be IP67 protected.

1.4.6 SURGE PROTECTION

To enhance the driver life span and prolong, an external SPD shall be installed in the driver compartment after the incoming termination for safety, protection and ease of maintenance. It shall be possible to remove and replace SPD easily if burnt.

1. Class III (Equipment Level)
2. Test current waveform- (8/20 μ s) impulse.
3. I_n - 3 kA (Line to Neutral Current)
4. I_{max} - 10kA
5. V_c - (Line to Neutral continuous operating voltage) - 320V
6. V_p - (Protective Voltage) ≤ 0.8 kV
7. Minimum cross section area of the earth cable shall be as per the requirements of IEC 62304-1 or latest.

1.4.7 PLUG AND CONNECTOR SOCKET

A readily accessible IP 65 plug and socket with the 'Live' and 'neutral' connections clearly and indelibly marked shall be provided.

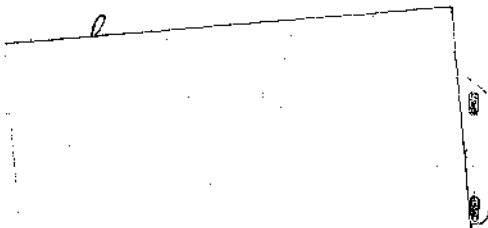
2. OTHER REQUIREMENTS**2.1 LIGHTING DESIGN**

IES files of the proposed light fitting shall be available and it will be possible to design a proper lighting layout using lighting simulation software i.e., Dialux Evo, Agi32, Relux or manufacturer's own software so as to meet the road parameters and the properties i.e., useful lumen output. Bidder shall submit IES files in digital format along with the bid and a photometric evaluation done with above-mentioned lighting tools/software for a 3.5m wide typical M2 category road with 10m height light poles.

IES files shall be downloadable from the manufacturer's web site or else manufacturer shall confirm the authenticity of the files. Failure to submit the genuine IES files of the proposed fitting and/or do a lighting design with the same will be a reason to disqualify the offer.

2.2 LOCAL AGENT

Supplier shall be the authorized Local agent for the proposed LED luminaire brand in Sri Lanka and shall have well-equipped workshop facilities, adequate spare parts in ex-stock for next ten years, qualified and well-trained technical staff to assist during warranty period and after-sales service. Local agent shall be engaged in street light designing, installations and maintaining.



Colombo Municipal Council
Specifications for LED Street Light Fittings

The supplier / local agent must have not less than 10 years' experience in providing similar type of items in Sri Lanka.

2.3 REQUIRED WARRANTIES FOR THE PROPOSED PRODUCT

Manufacturer shall provide 5-year comprehensive warranty for the complete luminaire and its components such as SPD, LED driver, etc. In a failure of a unit during the warranty period, local agent shall one-to-one replace components such as SPD, LED driver, etc and shall replace/repair other parts as agree with the CMC in local agent's workshop.

The Bidder shall furnish a guarantee ensuring replacement of any or all parts of the proposed luminaires beyond the above-mentioned manufacturer's warranty period within one month.

Bidder's proposal for the LED road lantern should be complied with the above parameters/requirements and any deviated proposal will not be accepted.

2.4 INFORMATION TO BE SUPPLIED WITH THE OFFER

1. Details which are necessary to ensure proper installation, use and maintenance and detailed product catalogues in English specifying the reference numbers for products and control gear quoted shall be furnished with the offer
2. Instructions related to safety in English
3. Complete dimensional drawings
4. Technical details including but not limited to the following:
 - Photometric Measurements (Rated lumens, intensity distribution (polar curves), intensity table for horizontal and vertical angles, zonal lumens)
 - Colorimetric Measurements (CCT, CRI)
 - Electrical Measurements (test voltage, test current, efficacy, lamp wattage, power factor)
 - Any other detail as mentioned in this specification including section 1.4
5. Life time test reports as per section 1.4.3
6. Lumen depreciation curves (LM 80)
7. IES files from the manufacturer in digital format as per Section 2.1
8. Typical lighting drawing done as per section 2.1
9. Duly filled Check List (Document 2) of technical/non-technical particulars for the luminaire
10. Evidence of performance with regards to manufacture, supply and utilization of the particular luminaire technology in large scale projects Sri Lanka during last 10 years. Bidder must submit list of local users in the past 5 years and project completion certificates.
11. Company registration , financial reports shall be submitted to prove the stability to the supplier
12. ISO 9001:2008 quality assurance certification for the manufacturer
13. Warranties as per this specification as given in Section 2.3

Colombo Municipal Council
Specifications for LED Street Light Fittings

14. Authorization letter from the manufacturer appointing the supplier as the local agent for the LED luminaire.
15. Authorization letter from the manufacturer to the supplier to bid for this tender.

2.5 SAMPLE SUBMISSION

One sample shall be submitted as per the requirement. Failure to supply a sample shall be a cause of rejection of the offer.

2.6 INSPECTION AND TESTING

Three of light fittings which fulfill technical requirements and lowest in cost will be subjected to a test at the CEB lighting lab or any other accredited independent testing laboratory. Best light fitting will be selected based on the results of the inspection.

Costs pertaining to the testing of selected light fittings shall be borne by the relevant bidders.

Colombo Municipal Council
Check List for LED Street Light Fittings

DOCUMENT 2: CHECK LIST FOR LED STREET LUMINAIRE

Bidder shall dully fill this check list and submit along with the bid. Bidder's responses below shall be proven through the necessary supporting documents and these documents shall be attached with referring to the item numbers clearly.

This shall be read in conjunction with the given specifications for LED street lights given by Document 1.

Specs Reference	Check List Number	DESCRIPTION	CMC REQUIREMENT	BIDDER'S RESPONSE
	i	Type	LED Street Luminaire	
		PRODUCT DETAILS		
	ii	Brand	Philips, Disano, faelluce or equivalent*	
	iii	Model Number	Please mention	
	iv	Country of Origin	Please mention	
	v	Manufacturer	Please mention	
	vi	Manufacturer Quality Certification	ISO, CE	
	vii	Manufacturer Company Profile	Shall be attached	
1	1	TECHNICAL REQUIREMENTS		
1.1	1.1	SYSTEM PARAMETERS AND SERVICE CONDITIONS		
	1.1.1	Nominal System Voltage	400V/230V	
	1.1.2	System Voltage (high)	415V/240V	
	1.1.3	System Frequency	50Hz	
	1.1.4	Average Ambient Temperature	30°C	
	1.1.5	Maximum Relative Humidity	90%	
1.4	1.4	LUMINAIRE		
1.4.1	1.4.1	BASIC REQUIREMENTS		
	1.4.1.1	Minimum Useful Output	14,400 lumens	
	1.4.1.2	CCT	4000K-4300K	
	1.4.1.3	Efficacy	>120 lumens/W	
	1.4.1.4	Maximum Input Power	125W	
	1.4.1.5	CRI	>70	
	1.4.1.6	Test Certification	LM79, IEC 60598m EN 62493, RoHS conformity shall be attached	
	1.4.1.7	Control and Monitoring Facility	Luminaire shall be remotely control and monitorable (relevant technical data sheets shall be attached)	
1.4.2	1.4.2	LUMINAIRE HOUSING AND REFRACTOR		
	1.4.2.1	Heat sink		
	1.4.2.2	Support Housing	As specified in section 1.4.2 of Specifications. Please give references to manufacturer's specifications.	
	1.4.2.3	Reflector (clear front cover)		
	1.4.2.4	NEMA-7 pin socket		
	1.4.2.5	Color of the body	Grey	
	1.4.2.6	Spigot Entry	40mm – 60mm	
	1.4.2.7	Ingress Protection	IP66	

Colombo Municipal Council
Check List for LED Street Light Fittings

	1.4.2.8	Impact Protection shall be	IK08 or higher	
	1.4.2.9	Photobiological-safety of LED modules or LED luminaires	Risk Group 1	
		*Equivalent on all above items mentioned and the photometrics, specifications, distribution, credibility of bidder and the supplier on product, test certificates and conformity to standards.		
1.4.3	1.4.3	LEDs		
	1.4.3.1	Average minimum life time	>50,000hrs	
	1.4.3.2	Rated lumen-maintenance life	L70 @ 50,000 hours	
	1.4.3.3	Working life of the lamp at junction temperature of 80°C for 700mA currents	>50,000hrs	
	1.4.3.4	Test Certification	LM 80, IEC 62471 other relevant	
1.4.4	1.4.4	LAMP CONTROL GEAR		
	1.4.4.1	Power Factor	0.95 or improved	
	1.4.4.2	THD	<10%.	
	1.4.4.3	SPD, driver and lighting modules	Shall be able to Independently replaceable without damaging luminaire. Please give page reference.	
1.4.5	1.4.5	LED DRIVERS		
	1.4.5.1	Basic requirement	Dimmable and programmable	
	1.4.5.2	Cut off Voltage	260V	
	1.4.5.3	Efficiency	>90%	
	1.4.5.4	LED driven current	700mA	
	1.4.5.5	Supply Voltage	120-270V	
	1.4.5.6	Self-cooling system	Shall be available	
	1.4.5.7	Protection	IP67	
	1.4.5.8	Test Certification	Safety, EMC, Surge protection, High-pot test, Insulation impedance, Leakage current shall be tested and attach the copies	
1.4.6	1.4.6	SURGE PROTECTION		
	1.4.6.1	Installation	External	
	1.4.6.2	Category	Class III	
	1.4.6.3	I _{max} Rating	>10kA	
	1.4.6.4	Test current waveform	(8/20μs) impulse	
	1.4.6.5	I _n	3 kA (Line to Neutral Current)	
	1.4.6.6	V _c (L-N continuous operating voltage)	320V	
	1.4.6.7	V _p (Protective voltage)	<=0.8 kV	
1.4.7	1.4.7	PLUG AND CONNECTOR SOCKET	Shall be available	
2	2	OTHER REQUIREMENTS		
2.1	2.1			

Colombo Municipal Council
Check List for LED Street Light Fittings

		LIGHTING DESIGN		
	2.1.1	Availability of IES files	Shall be downloadable/confirmed authentic files	
	2.1.2	*Typical lighting design	Shall be done and attached	
2.2	2.2	LOCAL AGENT		
	2.2.1	Local agent for the proposed LED luminaire brand in Sri Lanka	Authorization letter from the manufacturer is required	
	2.2.2	Workshop facilities	Shall be available. Bidder shall prove.	
	2.2.3	Spare parts supply for next ten years	Shall be available. Bidder shall guarantee.	
	2.2.4	Evidence that the bidder has supplied LED street lighting fittings in the past ten years in Sri Lanka.	Shall be attached	
	2.2.5	Well-trained technical staff	Shall be available. Bidder shall prove.	
2.3	2.3	REQUIRED WARRANTIES FOR THE PROPOSED PRODUCT		
	2.3.1	For the complete luminaire and components	5-year comprehensive warranty	
	2.3.2	Guaranty ensuring replacement of any or all parts of the proposed luminaires beyond the manufacturer's warranty period	Shall be given in writing	
	2.3.3	If a lamp failure occurs due to a defect within the manufacturer's warranty period, an additional lamp replacement need to be done without delay since the lamp removal may affect for the road illumination at night	Additional stock shall be maintained	
2.4	2.4	INFORMATION TO BE SUPPLIED WITH THE OFFER		
	2.4.1	All details given in the specifications under section 2.4 shall be attached.	Please mention page references.	
2.5	2.5	INSPECTION AND TESTING		
	2.5.1	Costs pertaining to the testing of selected light fittings	Shall be borne by the relevant bidders.	

.....
Bidder's Authorized Signature and Company Stamp

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Manufacturer's Authorized Signature and Company Stamp

DOCUMENT 3: SPECIFICATIONS FOR FEEDER PILLARS**1. GENERAL REQUIREMENTS**

This Specification covers the requirements and necessary standards of CMC with designing and manufacturing of Feeder Pillars. The work shall include all necessary electrical equipment, internal wiring where required, powder coating and finishes if needed and all other necessary processes to complete the work.

A Feeder Pillar shall comprise of the enclosure, Miniature Circuit Breakers, a Molded Case Circuit Breaker, a Contactor, Surge Protective Devices, 3P+Neutral Bus Bars, Earth bar, Rotary Switch and a Timer. (Please refer attached Drawing 1)

Supplier shall be the manufacturer of the panels or a company incorporated in the same group of companies.

2. APPROVED BRANDS

All equipment shall be reputed branded and purchased from local agents. Approved brands are as follows.

- **MCCB/MCB's**

Hager, ABB., Schneider electric, Eaton Moeller or equivalent purchased from local agent

- **Surge Protective Device**

Schneider electric, ABB or equivalent purchased from local agent

- **Internal Cables**

ACL, Kelani or equivalent

- **Feeder pillar Enclosures**

Products from K.I.K. Lanka (Pvt) Ltd, EMP (Pvt) Ltd, Pubudu Engineering (pvt) Ltd, Richardsons Projects (pvt) Ltd, Bentota Power Generators (Pvt) Ltd, OS Project (Pvt) Ltd. (Orange) or similar product

- **Contactors**

ABB, Schneider electric, Siemens, Mitsubishi Electric or equivalent purchased from local agent

- **Timer**

Grasslin or equivalent purchased from local agent

3. TECHNICAL REQUIREMENTS**3.1 FEEDER PILLAR ENCLOSURE**

Feeder pillars shall be free standing, weatherproof sheet steel construction and powder coated. A pillar shall be large enough to mount the control equipment with easy access to them. All fixing, hinges and locks shall be of non-ferrous metal. Colour of the pillar should be RAL 7032 (Pebble Grey). There should be a plinth of same material of the enclosure with holes which can be used to fix to a concrete

Colombo Municipal Council
Specifications for Feeder Pillars

base.

A feeder pillar shall consist of two compartments and the upper one shall be complete with all its internal switch gear and control devices (including Light Control and monitoring system devices) with internal wiring. Lower one shall be kept empty other than a class 1 timber board fixed to mount the CEB energy meter. There shall be holes at the base plate of upper compartment for incoming and outgoing cables and enough space for incoming and outgoing cables. Base of the pillar shall be kept open, but the switchgear shall be fully enclosed with minimum IP 54 protection in the upper compartment. Power supply to the feeder pillar should be connected across indicator lamps. A tempered glass shall be fixed to the window at the front face of the lower compartment.

The height of the feeder pillar shall be determined by the developer, but it shall be of the minimum size capable of housing the necessary equipment and terminations. All internal wiring shall be according to EN 60204-1 or latest.

The doors shall be lockable with either wedge type locks approved by CMC. The pillars must be rainproof. The doors shall be hinged internally to prevent unauthorized access. All the panel boards shall provide with the multiple locks and keys.

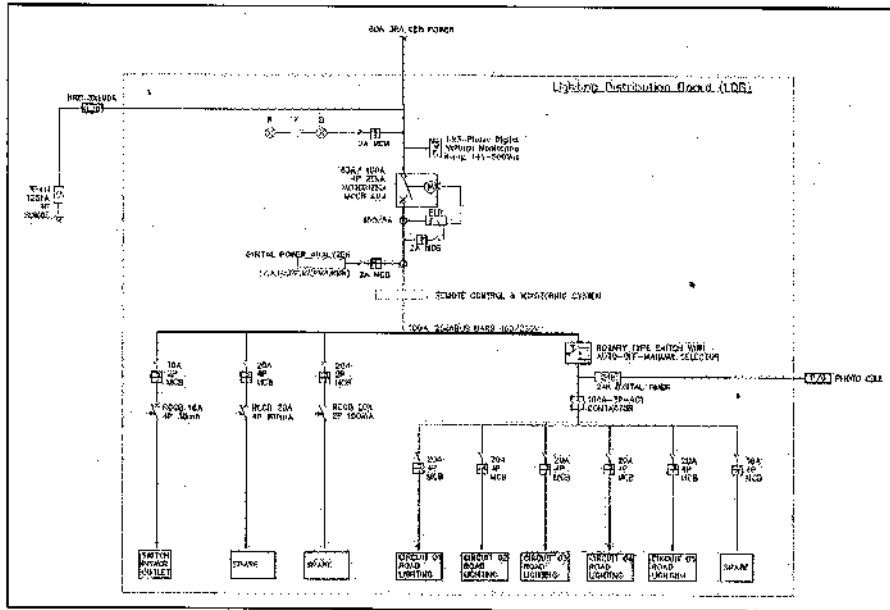


Figure 01 (Single line diagram)

Note:

Bidder shall follow the above Figure 1 (Single line diagram) for the internal switch gear arrangement and must provide sufficient space for the Control and monitoring device installation (minimum 600mm x 600mm) Bottom of the pillar should be kept open. Method of fixing should be provided. The height of the feeder pillar shall be determined by the developer, but it shall be of the minimum size capable of housing the necessary equipment and terminations. Colour of the pillar should be **pebble grey**.

3.2 EQUIPMENT TO INSTALL

The internal switch gear and control gear shall have the following functions and specifications.

Refer Figure 1 (Single line diagram) for more details.

3.2.1 MOLDED CASE CIRCUIT BREAKERS

Molded Case Circuit Breakers shall have isolation characteristics to fully satisfy the requirements of IEC/EN60947-2 and main switch characteristics to fully satisfy the requirements of IEC/EN 60 204-1 for use on 400V three phase supply as appropriate.

MCCBs shall satisfy the requirement for "Protective Measures" as defined in chapters 41 – 48 of IEC/EN 60 364. MCCB should be distribution circuit protection type with a Breaking capacity of 25kA.

MCCBs will have isolation characteristics to fully satisfy the requirements of IEC/EN60947-2 and main switch characteristics to fully satisfy the requirements of IEC/EN 60 204-1.

Current Rating should be Three Phase 32A.

3.2.2 TYPE 1+2 AC SURGE PROTECTOR DEVICES

Integrated Type-1 & Type-2 protection shall be fixed to provide a better protection to the system.

Maximum current shall be 50 kA.

3.2.3 CONTACTORS

AC contactors should be suitable for frequency 50/60Hz, rated operation current 50A TP under AC-1 duty. Should be suitable for making/breaking electric circuits at a long distance. Relevant standards are IEC60947-4-1 & GB14048.4.

3.2.4 MINIATURE CIRCUIT BREAKERS

Miniature Circuit Breakers shall be in accordance with BS EN 60898 and BS 4752 for use on 230V single phase supply of 400V three phase supply as appropriate. Minimum short circuit current rating shall be 10kA and they shall be type C or equivalent. Current Rating should be Single Phase 16A

Colombo Municipal Council
Specifications for Feeder Pillars

3.2.5 ROTARY SWITCH

The power switching to the lamp circuits to be possible by following three methods.

- Programmable timer
- Manual operation
- Photo-electric device (if connected)

Each of the above modes shall be selectable by means of a rotary switch located within the feeder pillar.

3.2.6 TIMER

These shall be of Analogue type conforming to relevant international standards and with maximum protection.

⇒ Timers shall have,

- An analog interface(Clock face)
- Ability to program daily
- Minimum setting unit: 15 minutes
- Time range: 24 hours
- Switching Capacity: 16A, 250V AC
- Approximate Power Consumption at 230V(AC): 2VA
- Battery backup with quartz version of 150 hours
- Battery charging Time: 70 hours
- Protection Class: II
- Standards: EN 60730-1, EN 60730-2-7

And work under,

- Rated voltage: 230A AC, 50 Hz/130V DC

3.2.7 INTERNAL WIRING

All cable termination accessories required by the cable loop-in, loop-out method of wiring shall be contained within the Feeder Pillar together with the terminals for same and the Circuit Breakers protecting the system. The equipment, completely wired with cables of suitable size and mounted on a separate mounting board shall be included in the Feeder Pillar. Internal wiring shall be PVC insulated and sheathed cable of 300/500V grade, manufactured to BS7671:2001.

4. OTHER REQUIREMENTS

4.1 MARKING OF FEEDER PILLARS

All Feeder Pillars shall carry an identification mark which indicates the,

- Danger sign
- CMC sign
- Manufacturer's identification

This information shall be clearly visible after erection of the Feeder Pillars.

4.2 CIRCUIT DIAGRAM AND LABELLING

Circuit diagrams shall be printed, laminated or sealed within a clear plastic envelope and fixed to the inside of front door. All the circuits shall be labelled and relevant circuit breakers shall be marked with stickers or a similar way.

4.3 MANUFACTURER/ SUPPLIER

- Supplier shall be a company with panel board manufacturing experience in Sri Lanka at least during last 10 years. Supplier shall submit evidence.

5. WARRANTIES, CERTIFICATES AND OTHER INFORMATION TO BE SUBMITTED WITH THE OFFER

5.1 WARRANTIES

The manufacturer shall provide a written copy of the warranty showing that the manufacturer warrants the finish of the feeder pillar for a period of 5 years from the date of acceptance, against the loss of colour, rusting of steel or rust creepage (unless coating has been damaged by physical means or vandalism) blistering or delaminating.

Life time warranty shall be given for all circuit breakers. All other electrical equipment should be given minimum one-year warranty from the date of acceptance. Warranty cards should be provided along with the final product.

5.2 CERTIFICATES

All Feeder Pillars supplied must be manufactured by a company accredited under the Quality Assurance scheme ISO 9001:2008 or latest and the developer must supply a copy of the appropriate accreditation documentation as part of the record information to be provided.

6. INSPECTION AND TESTING

Feeder pillar shop drawing shall be submitted by the selected bidder and approval shall be taken from CMC prior to the fabrication work. Testing shall be jointly conducted at the factory premises

19/3

Colombo Municipal Council
Specifications for Feeder Pillars

before deliver to the site. Costs for the testing shall be borne by the supplier/manufacturer.

7. INFORMATION TO BE SUPPLIED WITH THE OFFER

Supplier shall provide following along with the price proposal.

1. Manufacturer catalogs with technical catalogs of,
 - Miniature Circuit Breakers/Moulded Case Circuit Breakers
 - Surge Protective Devices
 - Contactors
 - Timers
2. Duly filled Check List (Document 4) of technical/non-technical particulars for the feeder pillar
3. Company registration , financial reports shall be submitted to prove the stability of the supplier
4. ISO 9001:2008 or latest quality assurance certification of the manufacturer as given in Section 5.2
5. Warrantles as per this specification as given in Section 5.1

8. STORAGE OF FEEDER PILLARS AND OTHER ACCESSORIES

- Feeder Pillars shall be properly stacked to prevent damage and the collection of water inside them.
- Protective devices and other electrical equipment shall be kept in dry storage until installed.

Colombo Municipal Council
Check List for Feeder Pillars

DOCUMENT 4: CHECK LIST FOR FEEDER PILLARS

Bidder shall dully fill this check list and submit along with the bid. Bidder's responses below shall be proven through the necessary supporting documents and these documents shall be attached with referring to the item numbers clearly.

This shall be read in conjunction with the given specifications for Feeder Pillars given by Document 3.

Specs Reference	Check List Number	DESCRIPTION	CMC REQUIREMENTS	BIDDER'S RESPONSE
	I	Type	Feeder Pillar	
		PRODUCT DETAILS		
	II	Brand	KIK, EMP, Orange, Powerlink Megasine or equivalent*	
	III	Manufacturer	Please mention	
2	2	APPROVED BRANDS		
	2.1	MCCB	Please mention	
	2.2	MCB	Please mention	
	2.3	Surge Protective Device	Please mention	
	2.4	Internal Cables	Please mention	
	2.5	Feeder pillar Enclosures	Please mention	
	2.6	Contactors	Please mention	
	2.7	Timer	Please mention	
3	3	TECHNICAL REQUIREMENTS		
3.1	3.1	FEEDER PILLAR ENCLOSURE		
	3.1.1	Material	Sheet steel construction	
	3.1.2	Finishing	Powder coated	
	3.1.3	Protection for the upper compartment	IP54	
4.3	4.3	MANUFACTURER/ SUPPLIER		
	4.3.1	Evidence that the bidder has manufacturer and supplied similar type of feeder pillars in the past ten years in Sri Lanka.	Shall be attached	
	4.3.2	Spare parts supply for next ten years	Shall be available. Bidder shall guarantee.	
5.1	5.1	WARRANTIES		
	5.1.1	Finish of the feeder pillar	5 years from the date of acceptance	
	5.1.2	Circuit Breakers	Life time warranty	
	5.1.3	All other electrical equipment	minimum one-year warranty	
5.2	5.2	CERTIFICATES		
	5.2.1	ISO 9001:2008 or latest certificate for quality for the manufacturer	Copy of the certificate shall be submitted	

19/6

Colombo Municipal Council
Check List for Feeder Pillars

Specs Reference	Check List Number	DESCRIPTION	CMC REQUIREMENTS	BIDDER'S RESPONSE
7	7	INFORMATION TO BE SUPPLIED WITH THE OFFER		
		All details given in the specifications under section 7 shall be attached.	Please mention page references.	
6	6	INSPECTION AND TESTING		
		Inspection and Testing	Shall be done at the manufacturing plant before dispatching.	

Bidder's Authorized Signature and Company Stamp

Manufacturer's Authorized Signature and Company Stamp

DOCUMENT 5: SPECIFICATIONS FOR INTELLIGENT CONTROL AND MONITORING SYSTEM OF LED STREET LIGHTS

Supplier shall provide a road lighting intelligent control and monitoring system that could be integrated with LDB and it may be a GSM based or any other similar technology and it shall be very simple way of operating and monitoring minimum 200 nos. of street lights remotely.

A detailed product description i.e product catalogue, videos, presentations must be provided with the bid for the evaluation purpose and if TEC requests, Supplier must make a presentation for the Management System.

1. Technical requirements and its salient features which shall be included to the system

- I. Shall be completely wireless Control & Monitoring from the Center and very easy to install.
- II. From the Control Node to Luminares shall be RF.
- III. User could Monitor and Operate (Switch ON/OFF) the entire Street Lights through a central Office or even from a Mobile Phone through the Internet.
- IV. Feedback system to confirm whether the Street Lights have been powered up or not.
- V. Remotely configurable Advance Timer features for better electricity conservation and Real time and clock with minimum 5 years battery life without any supply of external voltage.
- VI. Remotely Configurable Current Limiter exceeding which the system shall switch off automatically.
- VII. Management Information System (MIS) which monitors real time KW, incoming and outgoing
 - a. voltages, current, faults and generate reports for better planning and analysis shall be provided.
- VIII. Maintenance crew could get an alert on their mobile on the status of the Street Lights.
- IX. Auto computation of Sunrise and Sunset time as per Geographical location.
- X. Automatic continuous monitoring of voltages and currents and auto trip and auto reset for under voltage and Over voltage conditions.
- XI. If the above management system is web-based or software, it should be a free of charge for renewal for at least 5 years.
- XII. Work station PC/ Tab shall be provided with the project for monitoring and controlling purposes.

2. Warranty / guarantee & comprehensive maintenance

Following Warranty/Guarantee & Comprehensive Maintenance for the total work shall be provided by the Supplier.

- I. The warranty period for LED luminaires and the Road Light Management System including software against any manufacturing/ design/ installation defect and required maintenance shall be for a period of Five (5) years from the date of installation.
- II. The contractor will be responsible for satisfactory performance and operation of the LED luminaires and Road light Management System for a period of 5 years from the date of commissioning. All the necessary arrangements required in this regard for 5 year's comprehensive warranty shall be made by the contractor. It shall include Free of Cost rectification /replacement of all the defective and consumable components/items.
- III. Rectification of all the defects developed in the LED luminaires during Warranty/Guarantee period shall have to be done by the contractor promptly, at the most within seven (07) days from the date of receipt of complaint.
- IV. For the total installation work except LED luminaries, one year of comprehensive warranty period shall be provided. The contractor will be responsible for satisfactory performance and operation of the system for a period of one year from the date of commissioning. All the necessary arrangements required in this regard during one-year comprehensive warranty shall be made by the contractor. It shall include Free of Cost rectification /replacement of all the defective and consumable components/items.
- V. All the non-functional parts/ materials/ items replaced during the warranty period shall be the property of the contractor.
- VI. Replacement of any component broken or lost due to theft or natural calamity shall not be the responsibility of the contractor. Any damaged or broken component due to negligence or fault of beneficiary or natural calamity shall be replaced at the user's cost.

3. Testing of the Lighting System with Intelligent Monitoring and Controlling System

- I. ⁴ A functional test shall be made on completion of the work in order to demonstrate that every part of the equipment and Installation functions as intended and specified. The test shall consist of not less than 3 night's continuous and satisfactory operation. If any defects or unsatisfactory operation is revealed, this condition shall be corrected and the test repeated until the required 3 successive nights of satisfactory operation has been achieved. The illumination level is measured using a lux meter.

4. Submission at the completion of work

The Supplier shall furnish the following documents after completion of work by Colombo Municipal Council

- I. Warranty certificate for Intelligent Monitoring and Controlling System
- II. Printed Pamphlets/Catalogues - Two Copies

Colombo Municipal Council
Check List for Intelligent control and monitoring system

DOCUMENT 6: CHECK LIST INTELLIGENT CONTROL AND MONITORING SYSTEM

Bidder shall duly fill this check list and submit along with the bid. Bidder's responses below shall be proven through the necessary supporting documents and these documents shall be attached with referring to the Item numbers clearly.

This shall be read in conjunction with the given specifications for Intelligent control and monitoring system given by Document 4.

S. No:	Required specifications	As offered	Compliance		Remarks
			Yes (v)	No (X)	
1	Brand and Country of origin				
2	Relevant Compliance certificates				
3	Warranty period (≥ 5Years)				
4	License free version at least for 5 Years				
6	Could be Integrated with LDB and it may be a GSM based or any other similar technology				
7	Very simple way of operating and monitoring the streetlights remotely				
8	A detailed product description i. e. product catalogue, videos, presentations must be provided				
9	Shall be completely wireless and very easy to install.				
5	User could Monitor and Operate (Switch ON/OFF) the entire Street Lights through a central Office or even from a Mobile Phone through the Internet				
6	Feedback system to confirm whether the Street Lights have been powered up or not				
7	Remotely configurable Advance Timer features for better electricity conservation and Real time clock with minimum 5 years battery life without any supply of external voltage.				
8	Remotely Configurable Current Limiter exceeding which the system shall switch off automatically				
9	Management Information System (MIS) which monitors real time KW, incoming and outgoing voltages, current, faults and generate reports for better planning and analysis shall be provided.				
10	Maintenance crew could get an alert on their mobile on the status of the Street Lights				
11	Auto computation of Sunrise and Sunset time as per Geographical location				
12	Automatic continuous monitoring of voltages and Currents and Auto trip and Auto reset for Under voltage and Over voltage conditions.				

.....
Manufacture's Signature and Name

.....
Rubber Stamp and Company Name

Colombo Municipal Council
Check List for Intelligent control and monitoring system

S. No:	Questionnaire for System	Bidders Response
Monitoring Center - System Hardware & Software (Shall be Completed by the System Provider)		
01	How is the system deployed in Sri Lanka	
02	Is the system deployed on your own server infrastructure or on CMC own server	
03	What is the physical location of the Database server	
04	What is the physical location of the Database server	
05	Could you elaborate on the cloud-based central server? Where will it be hosted, at the CMC Control Centre or at a different location	
06	How scalable (expandability) is the system for potential expansion to other Roads? Could you elaborate on the expansion process	
07	Does your system support integration with 3rd party open-source monitoring and control systems? Will there be an open communication protocol to ensure multi-vendor compatibility	
08	Can you confirm compatibility with the latest revision of IEEE 643	
09	Have you assessed the feasibility of using Power Line Carrier (PLC) technology in Sri Lanka	
10	Have you completed a similar Project using the Same technology in Sri Lanka? Mentioned the Client Details with Contact Person Name. If Yes, Provide the Document Proof.	
11	Provide the System Architecture and the Connectivity information	
12	Does this System capable of Controlling and Monitoring individual Luminaire	
13	If any case of lose of connection in between luminaire and the closest communication node, what is the redundant solution available and how to recognize the lose connectivity.	

Colombo Municipal Council
Check List for Intelligent control and monitoring system

14	Explain the mechanism of communicating with the luminaires and details which can be stored for maintenance purpose.	
15	What is the mechanism of Energy Saving of the System as a feature.	
16	What are the advantages to the client having this system with regard to the maintenance of street Lighting.	
17	What is the maximum communication distance between the Communication Unit and the control unit inside the Luminaire before experiencing signal distortion.	
18	How many LED light nodes can be utilized to the one panel / communication module	
19	How many communication modules can be utilized to the Control Center	
20	Is it necessary to have an Uninterruptible Power Supply (UPS) for the Communication Unit inside the Panel.	
21	Does the GPS function available for each luminaire for easy identification.	
22	What is the Wireless technology using for this system and does it require the permission from Telecommunications Regulatory Commission or is it public frequency range.	
23	It is Mandatory to demonstrate the functionality of the Software / Platform before complete the evaluation.	
24	Can you guarantee maintainability and availability of spare parts for future maintenance.	
25	Provide the System Provider's contact details for more information.	

.....
System Suppliers Signature and Name

.....
Rubber Stamp and Company Name

3. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests if any]*

1. Samples will be tested by the Technical Committee using relevant techniques if need.
2. When Receiving the goods it will be tested by Technical persons.

*Section VI . Conditions Of Contract***Section VI. Conditions of Contract****Table of Clauses**

1. Definitions.....	80
2. Contract Documents	81
3. Fraud and Corruption	81
4. Interpretation.....	81
5. Language	82
6. Joint Venture, Consortium or Association.....	82
7. Eligibility	82
8. Notices	82
9. Governing Law	83
10. Settlement of Disputes	83
11. Scope of Supply	83
12. Delivery and Documents.....	83
13. Supplier's Responsibilities	83
14. Contract Price	83
15. Terms of Payment.....	84
16. Taxes and Duties	84
17. Performance Security.....	84
18. Copyright	84
19. Confidential Information.....	85
20. Subcontracting	85
21. Specifications and Standards	85
22. Packing and Documents.....	86
23. Insurance	86
24. Transportation.....	86
25. Inspections and Tests	86
26. Liquidated Damages.....	87
27. Warranty.	88
28. Patent Indemnity.....	88
29. Limitation of Liability.....	89

30. Change in Laws and Regulations.....	90
31. Force Majeure	90
32. Change Orders and Contract Amendments.....	91
33. Extensions of Time.....	91
34. Termination.....	92
35. Assignment.....	93

Section VI. Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by referencetherein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “The Project Site,” where applicable, means the place named in the Contract Data.
- 2 Contract Document**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3 Fraud and Corruptios**
- 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a coract.
- 4 Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Joint
Venture,
Consortium
or
Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data**.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not

vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

- 15.1 The Contract Price, shall be paid as specified in the **Contract Data**.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than Sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

- 17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall

remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

- 22. Packing and Documents** 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 23. Insurance** 23.1 Unless otherwise specified in the **Contract Data**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 24. Transportation** 24.1 Unless otherwise specified in the **Contract Data**, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
- 25. Inspections and Tests** **25.1** The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **Contract Data**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **Contract Data**. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 254 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 255 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 256 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 257 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 258 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

26. Liquidated Damages

maximum deduction of the percentage specified in those **Contract Data**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the

Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 282 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 283 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 284 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 285 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

CC 1.1(i)	The Purchaser is ¹⁵ : Colombo Municipal Council
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is ¹⁶ : <i>Suduwella Main Stores.</i>
CC 8.1	For notices , the Purchaser's address shall be: Attention ¹⁷ : Municipal Commissioner Address: Colombo Municipal Council Telephone: 2686389 Facsimile number: 2662329 Electronic mail address: caccproc@colombo.gov.lk
CC 15.1	The method of Payment No advance payment shall be made for any purpose The method and conditions of payment to be made to the supplier under this contract shall be as follows. Payments will be made only after receiving the "Goods Received Note" from the Store Keeper for the quantity and certificate for quality from the relevant officials of the Colombo Municipal Council certificate for quantity. All the payments done by online system of the Payments Department. Bank Details shall be submitted according to the attached format (Annexure - A) & Certified bank statement (mentioned name & account number is enough) shall be submitted along with the bid document. Contractor should submit PCA (4) certificate issued by the public contact register when claim payment.
CC 17.1	A Performance Security Required. Immediately after the receipt of the Letter of award, (at least 07 days) the tenderer should submit a guarantee from a Bank recognized accepted by the Central Bank of Sri Lanka under Banking Act No:30 of 1988 for a amount equivalent to 10% of the total Contract value form of a performance Guarantee obtained in favour of the Municipal Commissioner in the Tendering /Bidding Currency, with a letter of acceptance and enter into an agreement with the Colombo Municipal Council for the due and satisfactory performance of the contract. The Tenderer/Bidder should bear the cost of stamps if any that should be affixed to the contract and the legal charges.

¹⁵ *Insert complete legal name of the Purchaser*

¹⁶ *Insert name(s) and detailed information on the location(s) of the site(s)*

¹⁷ *insert full name and the designation of the officer, if applicable*

	THE BANK Guarantee shall ensure the completion of all obligations under the contract and the aforesaid performance Guarantee shall be valid for 150 Days Payable on demand at Colombo.
CC 25.1	<p>The inspections and tests shall be¹⁸: Carried out by the Technical committee when delivering the goods to the stores.</p> <p>The selected suppliers shall supply the agreed items strictly in accordance with the specification and samples.</p>
CC 25.2	The Inspections and tests shall be conducted a ¹⁹ t:
CC 26.1	<p>The liquidated damage:</p> <p>The Goods ordered should be supplied according to the delivery schedule by the Selected supplier and its failure to supply as aforesaid shall be subject to charge rupees five Thousand (Rs.5000/-) per every week or part thereof for a period sanctioned by the Council.</p> <p>If the failure or delay in supply exceeding one month rupees ten Thousand (Rs. 10,000/=) will be recovered as damages for such week or a part thereof and those suppliers are subject to be "Blacklisted" by the Council.</p> <p>However, the Municipal Commissioner may grant an extension of time if the Municipal Commissioner is satisfied that the delay in completion of the said supply was due to reasons beyond the control of the said Supplier.</p>

¹⁸ insert nature, frequency, procedures for carrying out the inspections and tests

¹⁹ insert name(s) of location(s)

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement
2. Performance Security

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

The [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

(1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of or corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and

(2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Contract Data
- (c) Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]
in the capacity of [insert title or other appropriate designation] in the presence
of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity
of [insert title or other appropriate designation] in the presence of [insert
identification of official witness]

2. Performance Security

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

Beneficiary: Municipal Commissioner, Colombo Municipal Council

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- Supply of ----- [name of contract and brief description] (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 Supplier, 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], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

[signature(s)]

Annexure – A

Bank Details

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			

Certified above details are correct according to the Company / Partners/ proprietor details.

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

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

The legal charges will be applicable as follows.

Professional fees recovered in the year 2024	
Value of the deed or agreement	Professional fees in the year 2024
	Other deeds and agreement except contracts done by community Development Committees.
price is not mentioned.	Rs. 15,000/= + Vat
To Rs. 500,000/=	Rs. 10,000/= + Vat
From Rs. 500,001/= to Rs. 1,000,000/=	Rs. 15,000/= + Vat
From Rs. 1,000,001/= to Rs. 5,000,000/=	Rs. 20,000/= + Vat
From Rs. 5,000,001/= to Rs. 10,000,000/=	Rs. 30,000/= + Vat
From Rs. 10,000,001/= to Rs. 50,000,000/=	Rs. 75,000/= + Vat
Rs. 50,000,001/= or Above	0.5% of Total Contract Value + Vat