



BID DOCUMENT

ANNUAL MAINTENANCE CONTRACT FOR ENERGY MANAGEMENT SYSTEM

AT COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD

Procurement No : CLT/S/AMC/RFB/25/12

**CHAIRMAN,
PROCUREMENT COMMITTEE,
COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD
NO 320, D R WIJEWARDANE MAWATHA
COLOMBO 10**

Issued Date –-.....-2025

Issued To -

DO NOT COPY

Request for Quotation

COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD
ANNUAL MAINTENANCE CONTRACT FOR ENERGY MANAGEMENT SYSTEM
[CLT/S/AMC/RFB/25/12]

1. The **Chairman - Procurement Committee** on behalf of the Colombo Lotus Tower Management Company (Pvt) Ltd invites sealed bids from eligible and qualified bidders for **Annual Maintenance Contract for Energy Management System** as described below.

Maintenance of Energy Management System, Energy Meters (Electrical and Thermal), Master Controllers, Power Supplies, MODBUS Gateway, Transformers, Electrical/Electronic Panels, Cabling, Work Station, Associated Software System and Other Accessories in accordance to the Scope of services as described in Appendix A to the satisfaction of the Employer.

The Contract period for maintenance is **One (01) year**.

2. Bidding will be conducted through the **National Competitive Bidding** Procedure.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the requirements listed in the bidding document.
4. Interested bidders may obtain further information from Procurement Manager **Tel.** 0112 108 300, (**Mobile:** 074-3905564 , 074-201 2366 / **E-mail** – tender@colombolotustower.lk), Colombo Lotus Tower Management Company (Pvt) Ltd located at the No 320, D R Wijewardane Mawatha ,Colombo 10 from **09.00 HRS. to 15.00 HRS.** during normal working days.
5. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a **request letter** to the Procurement Manager, Colombo Lotus Tower Management Company (Pvt) Ltd on working days from **20th June 2025 to 03rd July 2025** during **09:00 HRS. to 15:00 HRS.** Upon payment of a non-refundable fee of **Rs.1,000.00** the method of payment will be in cash only.
6. Evaluation Criteria are provided in the Bidding Documents.
7. Original bid with duplicate shall be delivered to the address given below on or before **04th July 2025 at 14.00 HRS (02.00 P.M.)**. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidder or their representatives who choose to attend.
8. Bids shall be valid up to **77 Days** from the closing date of the bids. (**19th September 2025**)
9. All bids shall be accompanied by a, “Bid-Security” (as per the format given in the bidding document), of **Rs. 13,000.00**. Bid Security shall be from a Commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. It shall be irrevocable and unconditionally encashable upon the first written demand by the Employer. Bid Security shall be valid up to **17th October 2025**.
10. The Pre Bid meeting will be arrange on **25th June 2025** at the Conference Room, Colombo Lotus Tower Management Company (Pvt) Ltd located at the No 320, D R Wijewardane Mawatha, Colombo 10, at **15.00 HRS (03.00 P.M.)**. Also Site visit will be arranged after the Pre Bid meeting and all bidders are welcome for this meeting.

Signed

DIRECTOR/CHIEF EXECUTIVE OFFICER
COLOMBO LOTUS TOWER MANAGEMENT CO. (PVT) LTD.

Section 1
Instructions to Bidders

SECTION 1 – INSTRUCTION TO BIDDERS

A. GENERAL

- CLAUSE 1:
Scope of Bid
- Employer, as named in the Schedule, invites bids for the Maintenance Works as summarized in the Schedule;
- Successful bidder will be expected to complete the Maintenance Works within the Intended Completion date stated in the Schedule;
- Intended Completion Date shall be calculated from the Start Date.
- CLAUSE 2:
Source of Funds
- Works will be financed by the source given in the Schedule
- CLAUSE 3:
Ethics, Fraud and Corruption
- The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Commission:
- Parties associated with procurement 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 Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- CLAUSE 4:
Eligibility and Qualification of the Bidder
- The bidder shall not be a blacklisted contractor at the time of bidding and at the time of award of contract.
 - For domestic bidders, to qualify for the contract award the successful bidder should have been registered and hold a valid Business registration from the deadline for submission of bids until the expiry of the original validity of the bid.
 - All bidders shall provide, the information requested in the Section 4 Form of Bid and Qualification Information.
 - To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria if given in Section 4 - Form of Bid and Qualification Information.
- CLAUSE 5:
One Bid per Bidder
- A bidder shall submit only one bid
- CLAUSE 6:
Cost of Bidding
- Bidder shall bear all costs associated with the preparation and submission of its bid;
 - Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
- CLAUSE 7:
Site Visit
- The bidder, at the bidder's own responsibility and risk, is encouraged:
- to visit and examine the Site, and its surroundings where the Works are to be executed;
 - to obtain all information that may be necessary for preparing the bid and entering into a Contract;
 - Costs of visiting the Site shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

CLAUSE 8:
Contents of Bidding Documents

Bidding documents consists of two volumes stated below and shall be read in conjunction with any addenda issued in accordance with Clause 10:

Volume 1:

- Section 1 - Instructions to Bidders
- Section 2 - Standard Forms (Contract)
- Section 3 - Conditions of Contract

Volume 2:

- Invitation for Bids
- Section 4 - Form of Bid and Qualification Information
- Section 5 - Schedule
- Section 6 - Specifications
- Section 7 – Pricing schedule

CLAUSE 9:
Clarification of Bidding Documents

- A bidder requiring any clarification of the bidding documents shall contact the Employer in writing or email at the Employer's address indicated in the Invitation for Bids;
- Employer will respond in writing to any such request for clarification received no later than **seven (7) Days** prior to the deadline for submission of bids;
- Copies of Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source

CLAUSE 10:
Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing addenda;
- Any addendum thus issued shall be part of the bidding documents;
- Any addendum shall be communicated in writing or by email to all purchasers of the bidding documents.

C. PREPARATION OF BIDS

CLAUSE 11:
Language of Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Employer, shall be written in English language

CLAUSE 12:
Documents Comprising the Bid

The bid submitted by the bidder shall comprise the following:

- (A). Enclosed in the envelope marked as "Original"
- (a) Duly filled and signed Form of Bid and Qualification Information (in the format indicated in Section 4);
 - (b) Bid Security or Bid-Securing Declaration as specified
 - (c) Section 5 - Schedule;
 - (d) Section 6 - Specifications;
 - (e) Section 7 – Pricing schedule
 - (f) Any other information required to be completed and submitted by bidders as specified in the Schedule.

(B) Enclosed in the envelope marked as "Copy"

(a) Duly filled and signed Form of Bid and Qualification Information (in the format indicated in Section 4);

(b) Section 7 – Pricing schedule

CLAUSE 13:

Bid Prices

- The Contract shall be for the whole Works, summarized in the schedule, and based on the Pricing schedule;
- The bidder shall fill-in rates and prices for all items of the Works described in the Pricing schedule;
- Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Pricing schedule;
- All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 Days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the bidder;
- VAT shall not be included in the rates or prices but shall be shown separately at the space provided in the Pricing schedule;
- Prices' shall be adjusted for fluctuations in the cost of inputs only if provided for in the Schedule;
- If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted in accordance with Sub-Clause 10.10 of Conditions of Contract and by using either Option A or Option B stated in the Schedule.

CLAUSE 14:

Currency of Bid and Payments

Prices shall be quoted by the bidder entirely in Sri Lanka Rupees

CLAUSE 15:

Currency of Bid and Payments

- Bids shall remain valid for the period stipulated in the Invitation for Bids after the date of bid submission specified in Clause 20;
- A bid valid for a shorter period shall be rejected by the Employer;
- In exceptional circumstances, prior to expiry of the period of validity of bids, the Employer may request that the bidders extend the period of validity for a specified additional period;
- A bidder may refuse the request;
- A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 16 in all response

CLAUSE 16:

Currency of Bid and Payments

- The Bidder shall furnish as part of its Bid, a bid security or a bid-securing declaration as specified in the Schedule in the format given in the Section 2 .
- The bid security shall be in the amount specified in the Schedule and shall be valid until the date specified in the Schedule, from an agency acceptable to the Employer.
- Any Bid not accompanied by a substantially responsive bid security or bid-securing declaration in accordance with this clause, shall be rejected by the Employer.

- The bid security or the bid-securing declaration of unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security
- The bid security may be forfeited or the bid-securing declaration executed:
 - (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
 - (b) if the bidder does not accept the correction of its bid price pursuant to ITB Sub-Clause 26.
 - (c) if the successful bidder fails within the specified time to:
 - (i). sign the Contract; or
 - (ii). furnish the required performance security

CLAUSE 17:
Pre-Bid Meeting

The bidders designated representative is invited to attend a pre-bid meeting which, if convened and informed to the bidders, will take place at the venue and time stipulated.

CLAUSE 18:
Format and Signing of Bid

- The bidder shall prepare one original of the documents comprising the bid as described in Clause 12 and clearly marked "ORIGINAL";
- In addition, the bidder shall submit one copy of the bid, clearly marked as "COPY";
- In the event of discrepancy between them, the original shall prevail;
- The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder;
- The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid

D. SUBMISSION OF BIDS

CLAUSE 19:
Sealing and Marking of Bids

- The bidder shall seal the original and the copy of the bid in two inner separate envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY";
- The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address provided in the invitation for Bids;
 - (b) bear the name and identification number of the Contract in accordance with Clause 1; and
 - (c) provide a warning not to open before the specified time and date for bid opening as defined in the Clause 22.
- In addition to the identification required above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late

CLAUSE 20:
Deadline for submission of Bids

Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Invitation for Bids

CLAUSE 21: Any bid received by the Employer after the deadline for submission of
Late Bids bids will be returned unopened to the bidder.

E. BID OPENING AND EVALUATION

CLAUSE 22: The Employer will open the bids, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Invitation for Bids;

Bid Opening

- The envelope marked as "Original" will be opened. If no envelope is marked as "Original" the Employer may open one or more envelopes;
- The bidders' names, the bid prices, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening;
- The Employer shall reseal all the opened envelopes in the presence of the bidders representatives.
- No bid shall be rejected at bid opening except for late bids

CLAUSE 23: Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

Process to be Confidential

CLAUSE 24: To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any bidder for clarification of the bidder's bid, including breakdowns of prices;

Clarification of Bids

CLAUSE 25: The request for clarification and the response shall be in writing

Examination of Bids and Determination of Responsiveness

- Prior to the detailed evaluation of bids, the Employer will determine whether each bid:
 - (a) meets the eligibility criteria;
 - (b) has been properly signed; and
 - (c) is substantially responsive to the requirements of the bidding documents.
- A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation;
- A material deviation or reservation is one:
 - (a) which affects in any substantial way the scope, quality, or performance of the Works
 - (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.
- If a bid is not substantially responsive:
 - (a) it will be rejected by the Employer;

CLAUSE 26:
Correction of Errors

- (b) and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors;
- Errors will be corrected by the Employer as follows:
 - (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which, case the line item total as quoted will govern, and the unit rate will be corrected;
 - (c) if the bid price changes by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder;
 - (d) if the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited or bid-securing declaration executed in accordance with \ Clause 16.

CLAUSE 27:
Evaluation and Comparison of Bids

- Employer will evaluate and compare only the bids determined to be substantially responsive;
- In evaluating the bids, Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
 - (a) making any correction for errors;
 - (b) excluding the provision, if any, for contingencies;
 - (c) making an appropriate adjustment for any other acceptable variations or deviations; and
 - (d) making appropriate adjustments to reflect discounts offered
- The Employer reserves the right to accept or reject any variation or deviation.
- Examination for unbalanced bids; If the Employer determines that the bid is unbalanced and hence the bidder may fail in the performance of his obligations in some items within the quoted rates, a higher performance security as determined by the Employer may be requested to mitigate such risks.
- The technical proposal will be evaluated based on a points basis. Employer will evaluate the technical proposal according to the marking criteria give below.

Marking Criteria		Marks Scored
Specific experience of being a bidder in maintaining the Energy Management System (05 Years expected) across various industries <i>(Documentary Evidence must be submitted with Bid as per Section 4, Qualification Information)</i>	20 Marks	

Manufacturer Authorization (Only for Equipment) <i>(For your Bid Submission related to Documentary Evidence, here's an outline for the Manufacturer's Authorization Form in Section 02. This form should be filled in and submitted as part of your bid documentation, ensuring that the manufacturer acknowledges and authorizes the bidder to submit their products or services)</i>	10 Marks	
Responsible Employees (Dedicated Team)		
- Team Lead (BSc or equivalent relevant qualification with 15 Years work experience) <i>(Documentary Evidence must be submitted with Bid. Certified CV of any relevant Certificates)</i>	5 Marks	
- Responsible Engineer (BSc or equivalent relevant qualification with 05 Years work experience) <i>(Documentary Evidence must be submitted with Bid. Certified CV of any relevant Certificates)</i>	5 Marks	
- Supervisor (Always onsite during the service) (NVQ 05 or above relevant qualification) <i>(Documentary Evidence must be submitted with Bid. Certified CV of any relevant Certificates)</i>	5 Marks	
- Minimum 02 Technicians (Always onsite during the service) (NVQ 04 or above relevant qualification) <i>(Documentary Evidence must be submitted with Bid. Certified CV of any relevant Certificates)</i>	5 Marks	
Breakdown Response Time (Specify if Partner/Manufacturer support is provided)		
- Less than 4 hours	15 Marks	
- Within 9 Hours	10 Marks	
- Within 24 Hours	5 Marks	
Spare Part Availability (Note 01)		
- Replacement Within 24 hours	5 marks	
Total Marks	70 marks	

- Bids awarded more than 55 marks in the technical proposal will be considered for the financial evaluation. On the condition that each and every category has been scored.

Note 01:

Bidders should provide a list of recommended spare parts along with their price list as part of their bid submission. Bidders should carefully review the Energy Management System detailed in "Section 6 – Specifications." Additionally, bidders have the opportunity to visit the system before submitting their bids to gain a better understanding of the requirements.

F. AWARD OF CONTRACT

CLAUSE 28:
Award Criteria

Subject to Clause 29, Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be:

- (a) eligible in accordance with the provisions of Clause 3; and
- (b) qualified in accordance with the provisions of Clause 4

CLAUSE 29:
Employer's right to accept any Bid and to Reject Any or all Bids

Employer reserves the right to:

- (a) accept or reject any bid;
- (b) cancel the bidding process;
- (c) reject all bids, at any time prior to the award of Contract.

Without thereby incurring any liability to the affected bidder (s)

CLAUSE 30:
Award and Signing of Agreement

- Prior to expiration of the bid validity period, the Employer will notify the successful bidder that his bid has been accepted.
- This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Initial Contract Price");
- The notification of award will constitute the formation of the Contract;
- The Employer shall notify the successful bidder the date, time and venue for the signing of the agreement;
- The agreement shall be signed within 28 Days of the Letter of Acceptance.
- Within 14 Days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security to an amount equivalent to 05% of Initial Contract Price; and in the form specified in the Section 2

CLAUSE 31:
Advance Payment and Security

Employer will provide an Advance Payment equivalent to 20% of Initial Contract Price, within 7 Days of the Contractor submitting an acceptable guarantee

CLAUSE 32:
Adjudicator

- The Employer nominates the Construction Industry development Authority as the Adjudicator. If the bidder disagrees with the nomination, the bidder shall state so in the bid, in which event the Employer and the Contractor may reach agreement on the

appointment of an Adjudicator by mutual consent within 14 Days from the Letter of Acceptance.

- If mutual consent is not reached or resorted to as above then the Adjudicator shall be appointed by the Construction Industry Development Authority (CIDA) at the request of either Party.
- If a person is appointed as the Adjudicator then he shall not be associated with the work directly or indirectly and he should be in a position to demonstrate impartiality and independence in his functions

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Section 2

Standard Forms (Contract)

FORM OF LETTER OF ACCEPTANCE

..... [date]

To: -----
[name and address of the Contractor]

This is to notify you that your bid dated DD/MM/YYYY for the Maintenance at Colombo Lotus Tower –(Insert Procurement No.)for the Contract price of Rupees only (Rs., Excluding VAT) for as corrected in accordance with Instructions to Bidders and/ or modified by addendum, is hereby accepted.

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

Other Conditions of this maintenance are as follows:

1. The Contract period for maintenance from DD/MM/YYYY to DD/MM/YYYY .
2. The amount of Performance Security is Rs. The Performance Security shall be submitted on or before DD/MM/YYYY in the form of Bank Guarantee attached here with issued by a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka in favor of Chief Executive Officer - Colombo Lotus Tower Management Company (Pvt.) Ltd, No. 320, D.R. Wijewardana Mawatha, Colombo 10 and shall be valid up to DD/MM/YYYY .

Furthermore, you are requested to sign the Contract agreement for the above Maintenance of at Colombo Lotus Tower, No. 320, D.R. Wijewardana Mawatha, Colombo 10 on or before DD/MM/YYYY .

DIRECTOR/CHIEF EXECUTIVE OFFICER

COLOMBO LOTUS TOWER MANAGEMENT CO. (PVT) LTD.

FORM OF AGREEMENT

THIS CONTRACT AGREEMENT is made the **DD/MM/YYYY**

BETWEEN

- (1) **Colombo Lotus Tower Management Company (Private) Limited** and having its principal place of business at **No. 320, D.R. Wijewardana Mawatha, Colombo 10** (hereinafter called “the Purchaser”) and
- (2), a corporation incorporated under the laws of Sri Lanka and having its principal place of business at **No.180, Dean, Colombo 10** (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary service, viz., **to Colombo Lotus Tower Management Company (Private) Limited** - (*Insert Procurement No*) and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of **Sri Lankan Rupees** **only** , **excluding VAT (LKR** (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 Purchase and the Supplier, and each shall be read and constructed 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) Etc...
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 Suppliers as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there 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.

Authorized signature of Contractor

COMMON SEAL

Chief Executive Officer

Colombo Lotus Tower Management Company (Pvt) Ltd

COMMON SEAL

In the presence of:
Witnesses:

1. Name and NIC No. _____

Signature _____

Address _____

2. Name and NIC No. _____

Signature _____

Address _____

FORM OF PERFORMANCE SECURITY (Unconditional)

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

**Beneficiary: Chief Executive Officer,
Colombo Lotus Tower Management Company Pvt Ltd,
No 320, D R Wijewardana Mawatha, Colombo 10**

[Name and Address of Employer]

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [.....] dated ----- with you, for the **ANNUAL MAINTENANCE CONTRACT FOR ENERGY MANAGEMENT SYSTEM** (hereinafter called "the Contract").

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

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

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

[signature(s)]

FORM OF ADVANCE PAYMENT SECURITY (Not Applicable)

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

Beneficiary: ----- [Name and Address of Employer]

Date: -----

ADVANCE PAYMENT GUARANTEE No.: -----

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [.....] dated ----- with you, for the **ANNUAL MAINTENANCE CONTRACT FOR ENERGY MANAGEMENT SYSTEM** (hereinafter called "the Contract").

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

At the request of the Contractor, we ----- [name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the advance payment under the Contract.

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

This guarantee shall expire on ----- [Insert the date, 28 days beyond the expected expiration date of the Contract]

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

[signature(s)]

FORM OF RETENTION MONEY GUARANTEE (Not Applicable)

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

Beneficiary: ----- [Name and Address of Employer]

Date: -----

RETENTION MONEY GUARANTEE No.: -----

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [.....] dated ----- with you, for the execution of **ANNUAL MAINTENANCE CONTRACT FOR ENERGY MANAGEMENT SYSTEM** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the works have been taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

At the request of the Contractor, we ----- [name of agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----[amount in figures] (----- [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract..

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

[signature(s)]

FORM OF BID SECURITY

----- [insert issuing agency's name, and address of issuing branch or office]

Beneficiary: Chief Executive Officer,
Colombo Lotus Tower Management Company Pvt Ltd,
No 320, D R Wijewardana Mawatha, Colombo 10

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

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

We have been informed that ----- [insert (by issuing agency) name of the bidder] (hereinafter called "the bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution of **ANNUAL MAINTENANCE CONTRACT FOR ENERGY MANAGEMENT SYSTEM** under Invitation for Bids No

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

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

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

This Guarantee shall expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the Contract signed by the bidder and of the performance security issued to you by the bidder; or (b) if the bidder is not the successful bidder, upon the earlier of the successful bidder furnishing the performance security, 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)]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
No.: *[insert number of bidding process]*

To: **Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt) Ltd., No. 320, D.R. Wijewardena Mawatha, Colombo 10.**

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Conditions of Contract, with respect to the service offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

Section 3
Condition of Contract

CONDITION OF CONTRACT

1. General Provision

CLAUSE 1.1: Definition

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

- 1.1.1. **The Contract** is the Contract between the Employer and the Contractor to execute the Works and shall include the documents listed in Clause 1.3.
- 1.1.2. **"Contract Price"** means the amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with provisions of the Contract.
- 1.1.3. **"Specification"** means the specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
- 1.1.4. **"Initial Contract Price"** means the amount stated in the Letter of Acceptance.
- 1.1.5. **Letter of Acceptance** means the letter signed and issued by the Employer accepting the Bid submitted by the Contractor for the execution and completion of the Works.
- 1.1.6. **"Drawings"** means the Employer's drawings of the Works, and any Variation to such drawings.
- 1.1.7. **"Schedule"** means the completed pages entitled schedule, which forms part of the conditions of contract.
- 1.1.8. **"Employer"** means the Party named in the Schedule, who employs the Contractor to carry out the Works.
- 1.1.9. **"Contractor"** means the person(s) who's Bid to carry out the Works " has been accepted by the Employer and named in the Agreement.
- 1.1.10. **"Engineer"** is the person named in the Schedule (or any other competent person appointed by the Employer and notified to the Contractor) who is responsible for administering and supervising the execution of the work.

Such person may be an engineer, or any other technical person. In the absence of such appointment the Employer himself.
- 1.1.11. The **"Adjudicator"** is the Construction Industry Development Authority (CIDA) or a person as the case may be, in accordance with Sub-Clause 14.2 for determination of the disputes in the first instance, as provided for in Clause 14.0.
- 1.1.12. **"Start Date"** means the date 7 Days after the issue of Letter of Acceptance or any other date agreed between the Employer and Contractor.
- 1.1.13. **"Day"** means a calendar day.
- 1.1.14. **"Intended Completion Date"** means the date for completion of the Works as stated in the Schedule.
- 1.1.15. **"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

- 1.1.16. **"Contractor's Equipment"** means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.
- 1.1.17. **"Materials"** means things of all kinds (other than Plant) intended to form or forming part of the permanent work.
- 1.1.18. **"Plant"** means the machinery and apparatus intended to form or forming part of the permanent work.
- 1.1.19. **"Site"** means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.20. **"Variation"** means a change to the Specification and/or Drawings (if any), which is instructed by the Engineer under Sub-Clause 9.
- 1.1.21. **"Works"** means all the work to be performed by the Contractor specified in the Schedule including temporary work and any variation.
- 1.1.22. **"Party"** means either or both the Employer or the Contractor as the context requires
- 1.1.23. **"Annual Maintenance Plan"** means the annual maintenance plan in accordance with clause 6
- 1.1.24. **"Annual Fee"** means an annual fee paid to Contractor during the Contract Year as set forth in Section 5.2.
- 1.1.25. **"Contract Year"** means: Calendar Year, from the date of this Agreement
- 1.1.26. **"Operating Manual"** means the operating data, design drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the Property and environmental and safety compliance), and similar materials with respect to the Property.
- 1.1.27. **"Property"** means the specified in the schedule installed and function in Colombo Lotus Tower and related assets, together with other facilities
- 1.1.28. **"CLT Agreements"** means the agreements relating to the Colombo Lotus Tower, including any Rental Agreement, Loan Agreements, this Agreement and all other agreements applicable to the Colombo Lotus Tower, permits, and licenses required for the operation, maintenance and management of the Colombo Lotus Tower, as identified in writing by Employer
- 1.1.29. **"Reimbursable Costs"** has the meaning set forth in Section 5.3.
- 1.1.30. **"Services"** has the meaning set forth in Section 3.1.

CLAUSE 1.2:
Interpretation

- Words importing persons or parties shall include firms and organizations;
- Words importing singular or one gender shall include plural or the other gender where the context requires
- The documents forming the Contract are to be taken as mutually explanatory of one another;
- If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary instructions to the Contractor;

CLAUSE 1.3:
Priority of Documents

- the priority of the documents shall be in accordance with the order as listed below:
 1. the Contract Agreement.
 2. the Letter of Acceptance.
 3. Memorandum of Understanding (if any).
 4. the Contractor's Bid.
 5. Schedule
 6. these Conditions of Contract.
 7. the Specifications.
 8. the Drawings.
 9. the Bills of Quantities

CLAUSE 1.4: *Law* The law of the Democratic Socialist Republic of Sri Lanka is applicable.

CLAUSE 1.5: *Communication* Communication by any person under the Contract, can be written in official language and/or English

2. Employer's Responsibilities

CLAUSE 2.1: *Communication* The Employer shall ensure that the Contract is executed within 14 Days after the date of the Letter of Acceptance

CLAUSE 2.2: *Provision of Site* The Employer shall provide the Site and right of access to Site before the Start Date

CLAUSE 2.3: *Engineer's Instructions* The Contractor shall comply with all instructions given by the Engineer in respect of the Works including the suspension of all or part of the Works

CLAUSE 2.4: *Approvals* No approval or consent or absence of comment by the Employer or the Engineer shall affect the Contractor's obligations.

CLAUSE 2.5: *Information*

- Employer shall provide Contractor with all vendor manuals, spare parts lists, Property data books and drawings, which are provided to Employer pursuant to any CLT Agreement or by any contractor responsible for construction, installation, repair or maintenance of the Colombo Lotus Tower or a part thereof.

- Contractor shall be entitled to rely upon such information in performance of the Services. Employer shall also provide Contractor with copies of all Agreements and any amendments thereto and any other documents that define the Property operating requirements.

CLAUSE 2.6: *Overhaul of Major Equipment and Capital Improvement*

- The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Employer.

- Contractor shall promptly notify Employer in writing of any such teardowns and overhauls of major equipment or capital improvements that Contractor believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements.
- Contractor also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Employer by such contractor.

CLAUSE 2.7:
*Annual Budget and Property
Operating Plan.*

Employer shall be responsible for the Annual Budget, and approval of the Annual Maintenance Plan

3. Engineer's Responsibilities

CLAUSE 3.1:
Engineer's Decision

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor.

4. Contractor's Responsibilities

CLAUSE 4.1:
Scope of Services

Contractor shall

- i. Service the property on behalf of Employer
- ii. perform the specific duties set forth in this Agreement.
- iii. Carryout the Works properly and in accordance with the Contract;
- iv. Shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

All Materials and Plant on Site shall be deemed to be the property of the Employer

CLAUSE 4.2:
*Standard for Performance of
the Services*

Contractor shall perform the Services required under this Agreement, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with

- i. Operating Manuals, the Administrative Procedures Manual and applicable vendor warranties,
- ii. the applicable Operating Plan and Budget,
- iii. all applicable Laws,
- iv. Prudent Utility Practices,
- v. the CLT Agreements,
- vi. the requirements of any System, and
- vii. Insurance policies specified in Clause 13
- viii. Contractor shall use all reasonable efforts to optimize the useful life of the Property and to minimize Reimbursable Costs and outages or other unavailability.

CLAUSE 4.3:
Contractor's Representative

- The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor and to act on its behalf in overseeing the performance of this Agreement.
- Contractor may change their Representative upon written notice to the Employer as provided in this Agreement. Contractor's Representatives shall be the primary means for communication and all other interactions between Employer and Contractor that are required under this Agreement.
- Contractor's Representatives shall have the power and authority to bind Contractor under the terms of this Agreement, with any required internal corporate approvals with respect to such authority being the responsibility of the representative to obtain from the contractor.

CLAUSE 4.4:
*Contractor's Personnel
Standards*

- Contractor shall provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services.

- Such personnel shall be qualified to perform the duties to which they are assigned and shall meet any requirements for personnel under the Maintenance Agreement.
- All individuals employed by Contractor to perform the Services shall be employees of Contractor, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Contractor (subject to Employer's approval rights with respect to the Budget).
- With respect to labor matters, hiring personnel, and employment policies, Contractor shall comply with all applicable Laws. Contractor also shall act in a reasonable manner that is consistent with the intent and purpose of this Agreement and with Contractor's acknowledgment (hereby given), that Contractor has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate Employer.

CLAUSE 4.5:
Compliance

- Contractor shall comply with all Laws applicable to the maintenance of the Property and the performance of the Services.
- Contractor shall apply for and obtain, and Employer shall assist Contractor in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Contractor to do business or perform the Services.

CLAUSE 4.6:
Records and Reports

- Contractor shall maintain, at a location acceptable to Employer, the Property Maintenance logs, records, and reports that document the maintenance of the Property, all in form and substance sufficient to meet Employer's reporting requirements under the Agreements.
- Contractor shall maintain current revisions of drawings, specifications, lists, clarifications and other materials related to maintenance of the Property provided to Contractor by Employer and vendors.
- Contractor shall provide Employer reasonably necessary assistance in connection with Employer's compliance with reporting requirements under the Agreements, applicable Laws or any other agreement to which Employer is a party. Such assistance shall include providing reports, records, logs and other information that Employer may reasonably request as to the Property or its operation.

CLAUSE 4.7:
No Liens or Encumbrances

Contractor shall maintain the Property free and clear of all liens and encumbrances resulting from any action of Contractor or work done at the request of Contractor.

CLAUSE 4.8:
No Action

Except where such action is expressly permitted by this Agreement, Contractor shall not take any action that would cause a default under any Agreement.

CLAUSE 4.9:
Emergency Action

- If an emergency endangering the safety or protection of persons, the Property, or property located near occurs, Contractor shall promptly notify Employer and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss.
- Contractor shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

CLAUSE 4.10:
Action in Extraordinary Circumstances

In the event that

- A. the Property or major Property equipment suffers an unplanned outage (or Contractor reasonably believes that such an occurrence is imminent), and

- B. Contractor has made reasonable, but unsuccessful, efforts to notify and communicate with Employer regarding such occurrence or imminent occurrence in accordance with the terms of this Agreement, then Contractor shall
- i. take all necessary action to prevent or to mitigate such unplanned outage,
 - ii. make reasonable efforts to minimize any cost associated with such remedial action,
 - iii. continue to attempt to notify and communicate with Employer regarding the occurrence and the remedial action.

CLAUSE 4.11:
Subcontracting

The Contractor shall not subcontract:

- the whole of the Works;
- any part of the Works without the consent of the Engineer.

CLAUSE 4.12:
Performance Security

The Contractor shall deliver to the Employer within 14 Days of the Letter of Acceptance a Performance Security:

- from, an agency approved by the Employer;
- to an amount stated in the Schedule;
- in a form specified in the Schedule.

5. Employer's Liabilities / Risks

CLAUSE 5.1:
Employer's Liabilities / Risks

In this Contract, Employer's Liabilities / Risks mean:

- war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works;
- design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions;
- Force Majeure;
- a suspension unless it is attributable to the Contractor's failure;
- any failure of the Employer;
- physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably / foreseeable by an experienced contractor and which the Contractor / immediately notified to the Employer;
- any delay or disruption caused by any Variation;
- Any Change in Law on or after the date 14 Days prior to the deadline for submission of bids for the Contract.

For purposes of this sub clause, Change in Law means the enactment of any new Law or a change to existing legislation and the repeal of, or

modification of existing laws of the country, including any regulations made, and/or directives issued thereunder, or a change in the judicial interpretation and the application of any Law by a competent Court as compared to such interpretation or application by a Court prior to the date of this agreement, and which relates to taxation or imposes rationing proscribing any activity or relates to duties and other import/export levies which in each case is beyond the control of . the Contractor and materially affects the performance of the Contractor's responsibilities under the Contract.

- damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.

all of which would entitle the Contractor to an extension to the Intended Completion Date under clause 6 and/or right to claim under clause 9

6. Time for Completion

CLAUSE 6.1:
Effective Date and Term

This Agreement shall be effective and shall govern the rights and obligations of the parties from and after the date of this Agreement for a period **12 months**.

CLAUSE 6.2:
Execution of Works

The Contractor shall:

- commence the Works on the Start Date;
- proceed expeditiously and without delay in accordance with Annual Maintenance Plan given in Appendix C;
- complete the Works within the Intended Completion Date as scheduled in the annual maintenance plan given in Appendix C.

CLAUSE 6.3:
Programme

The Contractor shall submit a program for the Works to the Engineer:

- within 14 Days from the Start Date;
- in a form acceptable to the Engineer.

CLAUSE 6.4:
Extension of Time

- Subject to Clause 9.0 the Contractor shall be entitled to an extension to the Intended Completion Date if he is or will be delayed by any of the Employer's Liabilities / Risks.

- On receipt of an application from the Contractor, the Engineer shall:
 - consider all supporting details provided by the Contractor;
 - extend the Intended Completion Date of the **phases of the Annual maintenance plan** given in Appendix C, as appropriate.

CLAUSE 6.5:
Late Completion

If the Contractor fails to complete the Phases of the Annual Maintenance Plan within the Intended Completion Date as scheduled in the Annual Maintenance Plan given in Appendix C, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Schedule for each Day for which he fails to complete the Works.

7. Acceptance of Maintenance

CLAUSE 7.1:
Completion of Phases

The Contractor may notify the Engineer when he considers that the Works related to the Phases in the Annual Maintenance Plan are completed.

CLAUSE 7.2:
Acceptance Notice

- The Engineer shall notify the Contractor when he considers that the contractor has completed the Works related to the Phases in the Annual Maintenance Plan stating the date accordingly;
- Alternatively, the Engineer may notify the Contractor that the Works related to the Phases in the Annual Maintenance Plan, although not fully complete, are ready for acceptance, stating the date accordingly;
- The Employer shall accept the Works related to the Phases in the Annual Maintenance Plan upon the issue of this notice; The Contractor shall promptly complete any outstanding work related to the Phases in the Annual Maintenance Plan and, subject to Clause 8.0 clear the Site.

8. Remedying Defects

CLAUSE 8.1:
Remedying Defects

- The Engineer may at any time prior to the expiry of the period stated in the Schedule calculated from the date of Acceptance Notice under Sub-Clause 7.2 notify the Contractor of any defects or outstanding work;
- The Contractor shall remedy at no cost to the Employer any defects due to the Materials, Plant or workmanship not being in accordance with the Contract;
- The cost of remedying defects attributable to any other cause shall be valued as a Variation;
- Failure to remedy any defects or complete outstanding work within a reasonable time of the Engineer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.
- The Engineer may give instruction as to the uncovering and/or testing of any work;
- Unless as a result of any uncovering and/or testing it is established that the Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a variation in accordance with Sub - Clause 9.1

CLAUSE 8.2:
Uncovering and Testing

9. Variations and Claims

CLAUSE 9.1:
Right to Vary
CLAUSE 9.2:
Valuation of Variations

The Engineer may instruct variations.

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Engineer and the Contractor;
- b) where appropriate, at rates in the Contract; however, if the final quantity of the work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent, provided the change exceeds one (1) percent of the Initial Contract Price, an appropriate new rate, as may be agreed shall be used for the excess quantity.
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which;
- d) at appropriate new rates, as may be agreed or which the Engineer / considers appropriate.

CLAUSE 9.3:
Early Warning

- A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment;
- The Contractor shall take all reasonable steps to minimize these effects;
- The Contractor's entitlement to extension to the Intended Completion Date or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

CLAUSE 9.3:
Right to claim

- If the Contractor incurs Cost as a result of any of the Employer's Liabilities / Risks, the Contractor shall be entitled to the amount of such Cost;
- If as a result of any of the Employer's Liabilities / Risks, it is necessary to change the Works, this shall be dealt with as a Variation;

CLAUSE 9.4:
Variation and Claim Procedure

- The Contractor shall submit to the Engineer an itemized make-up of the value of variations and claims within 7 Days of the instruction or of the event giving rise to the claim;
- The Engineer shall check and if possible, agree the value. In the absence of agreement, the Engineer shall determine the value.

10. Contract Price and Payments

CLAUSE 10.1:
Payments

The Contractor shall be entitled to be paid at intervals as stated in the Annual Maintenance Plan:

- a) the value of the Works executed in Phases as stated in the Annual Maintenance Plan;
- b) 80% of the value of Materials and Plant delivered to the Site at a reasonable time; and
- c) adjustments under Sub-Clauses 10.10, 10.11 and 10.12 subject to any additions or deductions which may be due.
- d) reimbursement, in the manner and at the times specified in this Clause 10 and Appendix B, as modified from time to time, for all Reimbursable Costs or
- e) pay such Reimbursable Costs directly to the applicable third parties

CLAUSE 10.2:
Annual Maintenance Fee

Employer shall pay to Contractor the sum as per in Phases as stated in the Annual Maintenance Plan of the Contract Year, for an annual fee Agreed upon.

CLAUSE 10.3:
Reimbursable Cost

Employer shall reimburse Contractor for all costs incurred by Contractor in performing the Services, including the costs set forth in Appendix B (collectively, the "Reimbursable Costs"). Employer's obligation under this provision is subject to

- i. Employer's express approval of the costs as part of an Annual fee or separately in writing, or
- ii. Contractor incurring costs in accordance with clause 4.9 (Emergency), 4.10 (Extraordinary Circumstances). Expenditures made by Contractor in excess of the Annual fee that are required to comply with any Law applicable to the Services or to the Property, shall be approved and reimbursed by Employer. Subject to Employer's right to modify the provisions of this clause 5.3 from time to time, Employer shall pay Reimbursable Costs as follows:

- a. Contractor shall not incur Reimbursable Costs unless they are incurred in accordance with the applicable Annual fee, or are permitted by clause 4.9 (Emergency), 4.10 (Extraordinary Circumstances). If Contractor becomes aware that Reimbursable Costs exceed or will exceed the amount provided in the applicable Annual fee by 5% or more, Contractor shall use all reasonable efforts to notify Employer within seven (7) days and shall not, without Employer's approval to amend the applicable Annual Fee or Employer's authorization for Contractor to make such expenditure, perform any further Services that will cause or increase a cost overrun, except as provided in 4.9 (Emergency), 4.10 (Extraordinary Circumstances). If Employer refuses to authorize expenditures in excess of the Annual Fee, Contractor shall be relieved of those duties or obligations of this Agreement that cannot be performed without the expenditures Employer refuses to approve.
- b. In all cases, Contractor shall use reasonable commercial efforts to mitigate any adverse effect from Employer's refusal to authorize expenditures in excess of the Annual Fee. Employer's reimbursement of any cost related to the Services shall not be construed as Employer's approval or acceptance of the Services.

CLAUSE 10.4:
Adjustments and Conditions

Notwithstanding the payment of any amount pursuant to the foregoing provisions, Employer shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Employer and of any supporting documentation for a period of 3 months after the applicable Contract Year. If such audit and review show that any amount previously paid by Employer to Contractor did not constitute a Reimbursable Cost, Employer may

- a. recover such amount from Contractor, plus interest at the Reference Rate, calculated from the date the audit commenced, or
- b. deduct such amount from any payment that thereafter may become due to Contractor.

CLAUSE 10.5:
Valuation of Works

- The Contractor shall submit at the end of each Phases of the Annual Maintenance Plan to the Employer a statement showing the value of the work executed less the cumulative amount certified previously;
- The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor, within 14 Days of the receipt of the Contractor's statement

CLAUSE 10.6:
Interim Payments

- Within 14 Days of delivery of each certificate by the Engineer, the Employer shall pay to the Contractor the amount shown in the certificate less retention stated in the Schedule;
- No deductions shall be made for retention after the total amount deducted as retention reached the amount stated in the Schedule;
- The Employer shall not be bound by any sum previously considered by him to be due to the Contractor;
- The Employer may withhold interim payments until he receives the performance security under Sub-Clause 4 (if any)

CLAUSE 10.7:
Payment at Completion

The Contractor shall supply the Engineer with a detailed account of the amount that the Contractor considers payable under the Contract within 21 Days after issuing of Acceptance Notice for the final Phase of the Annual Maintenance Plan as per Sub-Clause 7.2. The Engineer shall certify any payment that is due to the Contractor within 42 Days of receiving the Contractor's account if it is correct and complete. If it is

not, the Engineer shall issue within 14 Days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate. The Employer shall pay the contractor the amount certified within 28 Days of the issue of Engineer's certification on the amount due. The contractor will be entitled to interest rate and in the same manner as stipulated in Clause 10.9 if payments as stipulated herein are delayed

CLAUSE 10.8:

Currency

Payment shall be in Sri Lanka Rupees only

CLAUSE 10.9:

Delayed Payment

- If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment.
- Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest of 1% over the lending rate of the Central Bank to Commercial Banks

CLAUSE 10.10:

Price Adjustment

- Unless otherwise stated in Schedule, prices shall be adjusted for fluctuations in the cost of inputs;
- If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the difference in the prices of material.
- "base prices" means the prices prevailing one month prior to the latest date for submission of Bids
- In the case of first interim bill, the current prices for the purpose of calculation of price adjustment shall be taken as the prices prevailing on the time of execution of the Phase as per the Annual Maintenance Plan;
- If the Contractor fails to complete the Works within the time for completion prescribed under Sub-Clause 6.1 and 6.2 or extended time in accordance with Sub-Clause 6.4, the price adjustment for the work performed after the due date of completion as described above shall be made using the prices prevailed at the due date for completion;
- The cost given in this Clause shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Sub Clause 9.1 or for any other reason.

CLAUSE 10.11:

Subsequent Legislation

If after the date 14 Days prior to the latest date for submission of bids for the Contract;

- changes to any Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority; or
- introduction of any such State Statute, Ordinance, Decree, Law, regulation or by-law

which causes additional or reduced cost to the Contractor, other than under Sub-Clause 10.10 above, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the Price Adjustment in accordance Sub-Clause 10.10

CLAUSE 10.12:
Advance Payment

- The Employer shall make advance payment to the Contractor within 14 Days after Contractor furnishing an unconditional guarantee;
- The amount of advance shall be equivalent to the percentage of the Initial Contract Price (less provisional sums and contingencies) as stated in the schedule;
- The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis;
- The advance payment shall be repaid in full when the total certified value of work reaches 90% of the Initial Contract Price;
- The guarantee shall be from bank or a company acceptable to the Employer;
- The guarantee shall remain effective until the advance payment has been repaid

11. Default

CLAUSE 11.1:
Default by Contractor

1. Engineer may give notice referring to this Sub-Clause and stating the default of the Contractor:
 - abandons the Works;
 - refuses or fails to comply with a valid instruction of the Engineer;
 - fails to proceed expeditiously and without delay despite a written complaint; or
 - in breach of the Contract.

If the Contractor has not taken all practicable steps to remedy the default within 14 Days after the Contractor's receipt of the Engineer's notice, the Employer may by issuing a letter within a further 21 Days, terminate the Contract.

The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in his letter is to be used until the completion of the Works.

If the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, the Employer may, after given 14 days notice to the Contractor, terminate the Contract

For the purpose of this Sub-Clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition

2. Subject to the terms of any CLT Agreements, Employer may terminate this Agreement with 2 months prior written notice to Contractor, upon the occurrence of

- transfer by Employer of its rights in the Colombo Lotus Tower or transfer of all or substantially all of the assets of or interests in Employer,
- Contractor's Reimbursable Costs for Services exceeding 110% of the approved Annual Fee with respect to Reimbursable Costs, for any 2 consecutive months, where such overruns are the fault of, or due to the negligent by, Contractor,
- a determination by Employer that, for any reason, it no longer intends to continue operation of the Colombo Lotus Tower.

If the Agreement is terminated by Employer pursuant to this Section 11.1.2, Contractor shall be compensated for all Reimbursable Costs incurred by Contractor and all unpaid Annual Fees to and including the date of such termination under this Section.

3. Employer reserves the right to terminate this Agreement without cause upon 90 days written notice to Contractor.

If the Agreement is terminated by Employer pursuant to this Section 11.1.3, Contractor shall be compensated for all Reimbursable Costs incurred by Contractor and all unpaid Annual Fees to and including the date of such termination under this Section 11.1.3. Such payments, together with the termination payment set forth in Section 8.8, shall be Contractor's sole remedy in respect of such termination and shall be made by Employer within 30 days of receipt of a final invoice from Contractor.

CLAUSE 11.2:
Default by Employer

- Contractor may give notice to the Employer referring to this Sub-Clause and stating the default;
 - if the Employer delayed the payments due to the Contractor for more than 42 Days; or
 - if the Employer is, despite a written complaint, in breach of the Contract; or
 - the Engineer is not carrying out his obligations.
- If the default is not remedied within 14 Days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works;
- If the default is not remedied within 28 Days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 Days, terminate the Contract;
- The Contractor shall then demobilize from the Site

CLAUSE 11.3:
Insolvency

- If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately;
- The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used until the \ completion of the Works.

CLAUSE 11.4:
Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 9.4;
- b) any sums to which the Employer is entitled;
- c) if the Employer has terminated under Sub-Clause 11.1 or 11.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination;
- d) if the Contractor has terminated under Sub-Clause 11.2 or 11.3, the Contractor shall be entitled to the Cost of his suspension and demobilization. The net balance due shall be paid or repaid within 28 Days of the notice of termination

CLAUSE 11.5:
Condition at End of Term

Upon expiration or termination of this Agreement,

- a. Contractor shall remove its personnel from the Colombo Lotus Tower. Contractor shall leave the Colombo Lotus Tower in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted.
- b. Contractor shall be paid all unpaid Reimbursable Costs.
- c. All special tools, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals and Procedures Manuals, operating logs, records and documents maintained by Contractor pursuant to Section 3 and any other items furnished on a Reimbursable Cost basis under this Agreement will be left at the Colombo Lotus Tower and will become or remain the property of Employer without additional charge.
- d. Employer shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Contractor may have undertaken with third parties in connection with the Services. Contractor shall cooperate in taking all reasonable steps requested by Employer required to affect the assumption of the contracts, provided that Employer agrees to indemnify and hold harmless Contractor for all liabilities arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption.
- e. Contractor shall use commercially reasonable efforts to cooperate with Employer or a succeeding Contractor to assure that the operation, maintenance and management of the Property are not disrupted.

12. Risk and Responsibility

CLAUSE 12.1:
Contractor's Care of the Works

- The Contractor shall take full responsibility for the care of the Works from the Start Date until the date of the Engineer's notice under Subclause 7.2;
- Responsibility shall then pass to the Employer;
- If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract;
- Unless the loss or damage happens as a result of an Employer's Liability / Risk, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or

damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees

CLAUSE 12.2:
Force Majeure

- For the purposes of this Contract "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- For the avoidance of doubt, Force Majeure shall not include the inability of the Employer to make payments that are due to the Contractor, under the terms of this Contract.
- If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately;
- If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, de-mobilize the Contractor's Equipment;
- If the event continues for a period of 84 Days, either Party may then give notice of termination which shall take effect 28 Days after the giving of the notice;
- After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:
 - (a) any sums to which the Contractor is entitled under Sub-Clause 9.4;
 - (b) the Cost of his suspension and demobilization;
 - (c) any sums to which the Employer is entitled.
- The net balance due shall be paid or repaid within 28 Days of the notice of termination.

13. Insurance

CLAUSE 13.1:
Extent of Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances to the amounts given below, in the joint names of the Employer and Contractor:

- a) 110% of the Initial Contract Price, for loss and damage to the Works, Materials and Plant;
- b) full replacement cost for the Contractor's Equipment;

- c) to the amount stated in the Schedule, per any event for liability of both Employer and the Contractor for loss, damage, death or injury to third Parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works; and

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurance cover to the amount not less than the amount stated in the Schedule, per any event for liability of both Employer and the Contractor and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees. The Contractor's liability for personal injury or death of Workmen shall be as provided for in the Workmen's Compensation Act and any other statutory modifications or amendments thereto

CLAUSE 13.2:
Failure to Insure

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same with an additional charge of 30% of the premiums paid, as a deduction from any other monies due to the Contractor

14. Resolution of Disputes

CLAUSE 14.1:
Dispute Resolution

Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance be attempted to be resolved by way of adjudication in accordance with the adjudication procedure set forth in Clause 14.2

CLAUSE 14.2:
Procedure for Adjudication

- Either Party may initiate the reference of a dispute to the Adjudicator by giving 07 Days notice to the other Party.
- The Construction Industry Development Authority (CIDA) shall be the Adjudicator, unless the bidder had disagrees and stated so in the bid, in which event the Employer and the Contractor may reach agreement on the appointment of an Adjudicator by mutual consent within 14 Days from the Letter of Acceptance.
- If mutual consent is not reached or resorted to as above then the Adjudicator shall be appointed by the Construction Industry Development Authority (CIDA) at the request of either Party after the expiry of 28 Days.
- If CIDA is not accepted as the Adjudicator then the Adjudicator shall be a professional with experience relevant to the Works and in the interpretation of contractual documents. Such Adjudicator shall have no interest financial or otherwise in the Employer, the Contractor or the Engineer nor any financial interest in the Contract, except in respect of his professional fees.
- The Adjudicator's fee shall be agreed by both Parties and shall be borne by both Parties in equal amounts.
- The Adjudicator shall give the determination in writing within 28 Days or such other period of receipt of a notification of a dispute. The Adjudicator shall determine procedures as he sees fit ensuring that each Party is given a reasonable opportunity to make representations including written submissions and/ or hearing of witnesses in person.

- Each of the Parties shall upon and in accordance with a request by the Adjudicator supply him free of charge such information and documents as he shall require for the purposes of the reference to him. That information and those documents shall be kept confidential by him and by the Parties.
- The Adjudicator shall not act as an Arbitrator. The decision of the Adjudicator shall be deemed final and binding on the Parties if neither Party refers the dispute to arbitration in accordance with Sub-Clause 14.3 within twenty-eight (28) Days of the Adjudicator's determination.

Replacement of Adjudicator

- Should the Adjudicator appointed by mutual consent of both Parties resign or die or is removed by agreement of the Parties on the basis of his unsatisfactory performance, the Parties may jointly appoint another Adjudicator and such an appointment shall be made within fourteen (14) Days after the resignation or death or removal of the Adjudicator. If the Parties are unable to reach agreement on the appointment of a new Adjudicator, then the Adjudicator shall be appointed by the Construction Industry Development Authority (CIDA) at the request of either Party within fourteen (14) Days of receipt of such request.

CLAUSE 14.3: Arbitration

- (a) Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred to by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof,
- (b) Pending the award in any arbitration proceedings hereunder,
 - (i). this Contract and the rights and obligations of the Parties shall remain in full force and effect and
 - (ii). each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.
- (c) Any award rendered by the arbitral tribunal shall determine the extent to which the cost of arbitration is to be borne by each Party. The arbitration Centre charges (if any) and the compensation to the arbitrator shall be equally shared by the Parties initially.

Composition of the Arbitral Tribunal:

The arbitral tribunal shall consist of a sole arbitrator who shall be appointed in the manner provided as follows;

Selection Procedure:

The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period then the Arbitrator shall be appointed in accordance with the Arbitration Act No. 11 of 1995, or any amendments thereof.

Venue & Language:

The venue of arbitration shall be in Sri Lanka.

Unless otherwise agreed to by the Parties the proceedings shall be conducted and the award shall be rendered in the English language.

CLAUSE 14.4:
Continued Performance

During the pendency of any arbitration, Contractor and Employer shall continue to perform their obligations under this Agreement.

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Section 4

Form of Bid & Qualification Information

FORM OF BID

CONTRACT: *ANNUAL MAINTENANCE CONTRACT FOR ENERGY MANAGEMENT SYSTEM*
[.....]

TO: **Chief Executive Officer**
Colombo Lotus Tower Management Company (Pvt) Ltd.
No 320, D R Wijewardana Mawatha, Colombo 10

Gentleman,

1. Having examined the Bidding Document, Schedule, Appendix A Scope of Services and addenda for the execution of the above-named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Schedule, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Sri Lankan Rupees (LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We/I acknowledge that the Schedule forms part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedule.
4. We/I agree to abide by this bid for the period stated in the Instructions to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us/me.
6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 20..... in the capacity of duly authorized to sign tenders for and on behalf of

(IN BLOCK CAPITALS)

Signature :

Name :

Designation :

Address :

Qualification Information

(to be completed by the bidder and submitted with the Bid)

	Eligibility Requirement	Bidder's Qualification
Business Registration		
Registration number	<i>Business Registration (Certified copy should be attached with Bid)</i>	
Category	<i>CIDA Registered or Equivalent Specialty in Electrical & Electronic Services (EM): EM 5 and above (Bidders must attach a certified copy with their bid. The document should clearly display the expiry date, grade and the specialty to ensure compliance with the requirements.)</i>	
Number of Years	<i>5 Years' experience in Business. (proof documents to be attached)</i>	
Specialty	<i>At least five (05) Similar work within the last 5 years (At least one of the below mentioned Certified copy should be attached with Bid. - Awarding letters and completion certificates - Letter of recommendation - Agreement) -</i>	
Capacity	<i>Average 10 million annual turnover in 3 years within last 5 years (Audited financial reports to be submitted)</i>	
Blacklisted Contractors		
Have you been declared as a defaulted contractor by NPA or any other Agency?		Yes/No
IF yes provide details		
VAT Registration Number		
Work Program	(attach as annex)	
Legal status	Public company/Private Company/Partnership/Sole proprietor	

Signature of the Bidder :

Section 5
Schedule

Schedule

ITB Clause	Conditions of Contract Clause	Item	Data
1.	1.1.8	Employer is:	Chief Executive Officer Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha Colombo 10
	1.1.10	Engineer is:	Electronic Engineer Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha Colombo 10
1 & 13	1.1.21	Summary of Works	The Works consists of: Annual Maintenance Contract for Energy Management System Located at Colombo Lotus Tower Management Company (Pvt) Ltd Contract Name: Annual Maintenance Contract for Energy Management System Contract Number: CLT/S/AMC/RFB/25/12
1.	1.1.14	Intended Completion Date	01 Year from the date of issue mentioned in the Letter of Acceptance
2.		Source of Funds	Colombo Lotus Tower Management Company (Pvt) Ltd Fund
4	4.1	General Obligation, Warranty	<ul style="list-style-type: none"> The contractor shall submit min 1-year warranty for all the equipment, electrical, mechanical, electronic accessories supplied.
		Eligibility & Qualification of Bidder	<ul style="list-style-type: none"> Valid Business Registration CIDA Registration in Electrical & Electronic Services (EM 5 and above) Minimum 5 years' experience in Business At Least one (5) Similar work within the Last 5 years Average 10 million annual turnover in 3 years within last 5 years
	4.12	Performance Security	<p>Amount of Performance Security required is 05% of the Initial Contract Price.</p> <ul style="list-style-type: none"> issued by an agency acceptable to Employer using the form for Performance security (unconditional guarantee) included in Section 2, Standard Forms.

10.	10.1 & 10.6	Payment Condition	Monthly bills should be submitted to the Chief Executive Officer (CLTMC) for payment before the fifth day of the following month and the Chief Executive Officer shall affect the payment within 21 days. Payments are to be made for the work done duly by the Head of Engineer, the Chief Executive Officer's representative.
	10.10	Price Adjustment	The Contract “is not” subject to price adjustment in accordance with Sub-Clause 10.10 of the Conditions of Contract
	10.12	Advance Payment	Not Applicable
16		Bid Security	Bid shall include a Bid Security: <ul style="list-style-type: none"> • for an amount LKR 13,000.00 • issued by an agency acceptable to Employer using the form for bid security (unconditional guarantee) included in Section 2, Standard Forms. • remain valid till 17th October 2025
17		Pre-Bid Meeting	Pre-bid meeting will be held at 03.00 P.M. on 25th June 2025. Venue: Procurement Manager's Office, 1st Floor, Colombo Lotus Tower.
20		Deadline for submission of Bids	Bids shall be delivered on or before 02.00 P.M. 04th July 2025. at Procurement Manager's Office , Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10.
	6.5	Late Completion	The amount to be paid is 0.05% of the Initial Contract Price per Day, subjected to maximum of 10% of the Initial Contract Price.
	8.1	Notification of Defects	The period for Defect Notification is 14 Days from Taking Over.
	10.3	Retention	Not Applicable
	13.1 (c)	Insurance, third party	Minimum amount for third party insurance is Rupees 500,000.00

13.1	Insurance for Contractor's Personnel	Minimum amount for Insurance for Contractor's Personnel is Rupees 500,000.00
33.	1.1.11	Adjudicator
14.0	Resolution of Disputes	<i>Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case-to-case basis and shall be shared by the Contractor and the Employer.</i>

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Section 6

Specifications

Equipment List

K. The Equipment and Point list provided below will be the equipment and items list to be maintained by the Contractor.

Equipment List

Index Number	Description	Quantity	Brand bnnnnnnnm	Model
1	Master Controller	1	Alertone	BCM ETH
2	Power Supply	1	Alertone	BCM-PWS
3	Modbus Gate Way	2	Alertone	BCM-MDBS
4	Transformer	1	Honeywell	AT88A1021/U
5	Soft Ware	1	Alertone	COMPASS-1-MD
6	Energy Dash Board	1	Alertone	Energy Analytics
7	Work Station-PC	1	HP	HP ProDesk 400 G4 Microtower PC
8	Work Station-Monitor	1	HP	HP EliteDisplay E221 21.5-inch LED Backlit Monitor

Points List

Index Number	Description	Quantity	Brand	Model
1	Energy Meter (Electrical)	31	Saia - PCD	ALE3B5FD00C3A00
2	Energy Meter (Thermal)	61	SpireMag	T-Mag-EN_17_0424

Section 7
Pricing Schedule

PRICE SCHEDULE

No	Description	Unit	Qty	Rate	Amount
1	Charges for Visual Inspections, Functional Testing (On individual parts and items), Performance Testing (On the whole system), Network and Connectivity testing, Security Audits, Alarm and Notification Testing, Power Supply and Battery checking, and Observation Reporting	Item	1.00		
2	Charges for Software and Firmware Updates Charges for Documentation (Including As-built drawings, operating and training manuals), Review and Updates	item	1.00		
3	Charges for Training and Knowledge transfer Charges for Comprehensive Maintenance report (Outlining the activities performed, issues identified, and resolutions applied. *Report should provide recommendations for any necessary future upgrades or improvements.	Item	1.00		
4	Charges for Additional Operator (if Requested) Charges for Visual Inspections, Functional Testing (On individual parts and items), Performance Testing (On the whole system), Network and Connectivity testing, Security Audits, Alarm and Notification Testing, Power Supply and Battery checking, and Observation Reporting	Item	1.00		
5	Charges for Software and Firmware Updates Charges for Documentation (Including As-built drawings, operating and training manuals), Review and Updates	item	1.00		
6	Charges for Training and Knowledge transfer	Hour	1.00		
7	(Please specify if any other charges are to be included)	Item	1.00		
8	(Please specify if any other charges are to be included)	Item	1.00		

9	(Please specify if any other charges are to be included)	Item	1.00		
10	Total Of Main Offer (Total Of 01 To 05) Excluding VAT				
11	SSCL (If Applicable)				
12	VAT 18% (If Applicable)				
13	Grand Total With Taxes (10 +11+12)				

Total Amount (Carried to Form of Bid in
Page 42)

Total Amount in words

.....

.....

Name of the Bidder :

Signature of Authorized Person :

Company seal:

APPENDIX A

SCOPE OF SERVICES

OPERATOR SHALL PERFORM EACH OF THE SERVICES LISTED IN THIS APPENDIX A IN ACCORDANCE WITH THE STANDARDS REQUIRED UNDER SECTION 4.2 OF THE AGREEMENT.

The specific obligations of the Contractor will depend on the Service they provide. The following provisions are illustrative and are provided to identify some of the possible areas of coverage and show the level of detail that may be appropriate.

I. Programs

In addition to those responsibilities described in the Agreement, Operator shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require Employer approval and which are included in the "Services" to be provided by Operator.

A. The program for establishing specific operating goals for each functional Project area, for managing resources to minimize personnel turnover, and for qualifying personnel, to operate and maintain the Project (including the basis for qualification of personnel).

B. The program for communicating and cooperating with Employer and governmental agencies.

C. The Property management standards for conduct of maintenance, safely, housekeeping, material condition, and records management.

D. The Property maintenance program which provides the requirements for:

- 1. Staff Qualifications*
- 2. Maintenance Procedures*
- 3. Status of Major Equipment*

E. The maintenance program, which provides the requirements for:

- 1. Maintenance Planning*
- 2. Maintenance Procedures*
- 3. Preventive Maintenance*
- 4. Predictive Maintenance*
- 5. Maintenance Training*

F. The materials management program, which provides the requirements for:

- 1. Procuring Materials and Tools*
- 2. Inventory Levels and Control*

G. The diagnostic testing program for maintaining the Property and equipment, including both system and component level testing.

H. The housekeeping / cleanliness program which provides the requirements for:

- 1. Hazardous Material Control*
- 2. General Property Cleanliness*
- 3. Equipment Condition Inspections*
- 4. Hazardous Waste Program*

I. The problem assessment program which provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).

II. Specific Requirements

Contractor's scope of Services is based on the Property design as described in certain of the CLT Agreements, the Property Operating Manuals, vendor manuals and design drawings. Contractor will prepare Annual Maintenance Plans, which, in part, will define the operations procedural requirements for the Property to meet the requirements of the CLT Agreements. Contractor, as part of the Services, is responsible for:

A. Providing such trained personnel as is reasonably necessary to operate and maintain the Property and provide the Services set forth in this Agreement.

B. Maintaining the Property in accordance with the approved Annual Maintenance Plan.

C. Submitting an Annual Maintenance Plan. Not later than fourteen (14) days of the agreement, Contractor will submit an Annual Maintenance Plan to Employer. Employer will review and approve the Annual Maintenance Plan. Such approval will become the basis for reimbursement under the Annual Budget.

D. Planning and managing maintenance activities, including:

- 1. Assuring that maintenance personnel are trained and qualified for their assigned responsibilities and tasks, and that such qualification is maintained.*
- 2. Assuring that the Services meets contract, regulatory, and environmental requirements set forth in the CLT Agreements or otherwise identified by Employer or Contractor.*
- 3. Managing and controlling costs.*
- 4. Planning, scheduling and managing maintenance activities.*
- 5. Defining and delineating responsibilities between Contractor and Employer and identifying reporting requirements.*
- 6. Maintaining a current inventory of materials and procuring all services, spare parts, operational materials, consumables, office equipment, tools and shop equipment, or any other items or materials required to maintain the Property. Contractor will identify required items, cost, quantity and need date. The cost of any item or service shall be reimbursed by Employer in accordance with this Agreement.*
- 7. Controlling outages, both planned and unplanned, by using detailed and integrated plans and schedules, and resource management.*
- 8. Establishing open purchase order or contract agreements with equipment vendors, industrial suppliers, jobbers, and Contractors in accordance with CLT Agreements to ensure timely response to Property maintenance needs.*
- 9. Promptly notifying Employer in writing of any teardowns and overhauls of major equipment or capital improvements that Contractor believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements.*

I. Performing such other tasks and services which Employer may reasonably request from time to time in connection with operation of the Project.

J. The Scope of Work will be required to cover the following activities as detailed below. Please note that the bidder is required to mark their compliance on the annual maintenance task list below.

Index Number	Task	Description	Comply (Yes/No)
1	Prepare Preventive Maintenance Schedule and Checklist	Based on the equipment maintenance history, maintenance standards, inspection times, equipment location, production downtime, technician availability, and even near-miss reports.	
2	Visual Inspection	Identify signs of wear, damage, or abnormalities.	
3		Inspect cables, connectors, and equipment for any signs of wear, damage, or corrosion.	
4		Check for loose connections and ensure that all components are securely in place.	
5	Cable Management	Verify the organization and routing of cables to prevent tangling or damage.	
6		Inspect cable trays, conduits, and raceways to ensure they are secure and free from obstructions.	
7		Ensure that all cables and components are properly labeled for easy identification.	
8	Cleaning	Remove dirt, dust, and debris from equipment and machinery. Clean dust and debris from equipment, especially from ventilation openings. Use appropriate cleaning solutions and methods for delicate electronic components.	
9		Clean filters, vents, and other components to maintain optimal performance.	
10	Tightening and Adjustments	Tighten loose bolts, nuts, and fasteners.	
11		Make necessary adjustments to ensure proper alignment and functionality.	
12	Testing and Performance Checks	Conduct performance tests to verify that equipment is operating within specified parameters (manufacturer recommended).	
13		Test safety features and emergency shutdown systems.	
14	Electrical System Checks	Inspect electrical components for signs of wear, damage, or overheating.	
15		Check electrical connections and tighten if necessary.	
16		Confirm that all ELV systems are properly grounded to prevent electrical issues.	
17	Battery Checks	Test and replace batteries in equipment, backup power systems, and emergency lighting.	

18		Ensure proper charging and voltage levels.	
19	Software Updates	Ensure that software and firmware for control systems are up-to-date.	
20		Install updates and patches as manufacturer recommendations to address security vulnerabilities and improve performance.	
21	Documentation and Record-Keeping	Maintain detailed records of all preventive maintenance activities.	
22		Document observations, measurements, and any corrective actions taken.	
23		Prepare and submit comprehensive documentation of the ELV system layout, including wiring diagrams and equipment specifications (if not available or documentation is outdated).	
24	Training Programs	Conduct training programs for maintenance personnel to keep them updated on equipment and maintenance best practices.	
25		Ensure that personnel are aware of preventive maintenance schedules and procedures.	
26	Test Reports	Evaluate the effectiveness of preventive maintenance measures in terms of system reliability and performance.	
27		Document any issues, anomalies, or unexpected observations encountered during testing (include details such as the nature of the issue, its severity, and recommendations for resolution).	
28		Provide recommendations for addressing identified issues, improving performance, and ensuring compliance with standards.	
29		Detail the standards and specifications against which the ELV systems were tested.	
30		Use insights to suggests improvements to the system.	

APPENDIX B
REIMBURSABLE COSTS

A. Reimbursable Cost items shall be paid to Contractor in accordance with the requirements of clause 10 and Articles 5 and 7. Reimbursable Costs include:

1. Labor costs, including allowances for payroll, taxes, bonuses and benefits
2. Spare and replacement parts
3. All material, tools and equipment necessary to maintain the System
4. Chemicals
5. Lubricants (including proper disposal costs)
6. Specialized instrumentation and calibration equipment
7. Rigging and handling equipment
8. Consumables and general supplies
9. Cleaning Supplies
10. Shop equipment installed in System
11. Authorized leased equipment
12. Specialized test and calibration equipment
13. Major equipment overhauls
14. Building repairs and maintenance
15. Insurance costs in accordance with Section 9.1(d)
17. Taxes (excluding income) required to be paid by Contractor
18. Costs related to training of plant personnel
19. Consultants' fees and expenses, approved in advance by Employer.
19. Contract Services, approved in advance by Employer.

C. The following will be Reimbursable Costs when specifically related to System support:

1. Office supplies
2. Office equipment and furniture
3. Telephone and other communication service charges
4. Freight and express mail charges
5. Janitorial, cleaning, and groundskeeping services

All Services by Contractor that support System activities and all Reimbursable Costs shall be approved by Employer, through the Annual Budget or otherwise, prior to implementation by Contractor.

D. Reimbursable Costs will be calculated on the basis of including only 20% of overhead and profit as a percentage of the contract cost.

APPENDIX C**ANNUAL MAINTENANCE PLAN**

The following annual maintenance plan has been suggested by the Employer. The Contractor is encouraged to submit an annual maintenance of their own, which will be subjected to the approval of the Employer.

Maintenance Type	Tasks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Phase 01 (Y2025)													
Preventive Maintenance	Inspection and Servicing (Inspection, Cleaning, Lubrication, Calibration, and etc.)						X						
	Software Updates and Patching						X						
	Testing and Performance Checks						X						
	Report Submission (Issue Identification) and Documentation Check						X						
Corrective Maintenance	Rectification Authorization (Defect Prioritization, Resource Allocation)							X					
	Execution of Repairs							X					
	Testing and Performance Checks							X					
	Review and Evaluation (Root Cause Analysis)							X					
	Training and Skill Development							X					
Phase 02 (Y2026)													
Preventive Maintenance	Inspection and Servicing (Inspection, Cleaning, Lubrication, Calibration, and etc.)	X											
	Software Updates and Patching	X											
	Testing and Performance Checks	X											
	Report Submission (Issue Identification) and Documentation Check	X											
Corrective Maintenance	Rectification Authorization (Defect Prioritization, Resource Allocation)		X										
	Execution of Repairs		X										
	Testing and Performance Checks		X										
	Review and Evaluation (Root Cause Analysis)		X										
	Training and Skill Development		X										