Invitation for Bids (IFB)

Ministry of Industry and Commerce

*Construction of Internal Roads in Lakshauyana Industrial Zone at Polonnaruwa.*

1. The Chairman, MPC 1, on behalf of the Ministry of Industry & Commerce, now invites sealed bids from eligible and qualified bidders for the following works under National Competitive Bidding Procedure. The estimated cost is **Rs.124.4 Million.** (Excluding VAT). The time for completion for the whole of works shall be **182 Days.**

The work consists of road improvement works including sub base, base and asphalt surfacing with side drains construction as per BOQ

2. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall be registered with the CIDA Grade C3 or above in the field of Highway construction.

3. Qualification requirements to qualify for contract award include:

   - Average annual volume of construction works performed in last five years shall be at least **Rs.185.00 Million**
   - Experience in the construction of at least three contracts of a nature and complexity equivalent to the Works over the last 05 years (*to comply with this requirement works cited should be at least 70 % completed*)
   - Following technical and managerial staff - Resident Engineer qualified with B.Sc. Eng. in Civil Engineering with 3 Years experience or NDT or equivalent with 8 years of experience which at least 3 years of experience in similar works.
   - The minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, shall be not less than **Rs.60.00 Million.**
   - Proposals for possession or/and the timely acquisition (*own, lease, hire, etc.*) of the essential equipment listed in the bidding data clause 4.3

4. Interested bidders may obtain further information and bidding documents shall be inspected at the addresses given below from **28.06.2016** until **15.07.2016** from **09.00 hrs. to 15.00 hrs.** on weekdays or shall be downloaded from the Ministry website [www.industry.gov.lk](http://www.industry.gov.lk).
5. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to The Chairman, MPC 1, Ministry of Industry & Commerce of below address from 28.06.2016 until 15.07.2016 from 09.00 hrs. to 14.00 hrs. upon payment of a non-refundable fee of Rs.5,000.00 to the shroff of the Ministry or Regional Industrial Service Centre at Anuradhapura. The method of payment will be cash.

6. Bids shall be delivered in duplicate to The Chairman, Ministry Procurement Committee 1, Ministry of Industry & Commerce, Procurement Unit, 73/1, Galle Road, Colombo 03. on or before 18.07.2016 at 14.00 hrs. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders’ representatives who choose to attend.

7. Bids shall be valid up to 17.10.2016 after the deadline of submission.

8. All bids shall be accompanied by a “Bid-Security of Rs.1,250,000.00”. Bid Security shall be valid up to 15.11.2016 from the deadline for submission of bids.

The address referred to above is:

The Chairman, Ministry Procurement Committee 1
Ministry of Industry & Commerce, Procurement Unit,
P.O.Box 570, 73/1,
Galle Road,
Colombo 03.

Regional Industrial Service Centre
(North Central Province)
No.514/3C,
Maithreepala Senanayaka Road
Anuradhapura

Tel/Fax: 011 2347392
Tel: 025 2235587
SECTION – 1

INSTRUCTIONS TO BIDDERS

Refer ICTAD Publications No. ICTAD/SBD/02
EXPLANATORY MEMORANDUM

Section 1 - Instructions to Bidders applicable to this contract shall be those given in Section 01 of the BIDDING DOCUMENT – PROCUREMENT OF WORKS MAJOR CONTRACTS, ICTAD Publication No. ICTAD/SBD/02 (Second Edition January 2007) published by the Institute for Construction, Training and Development (ICTAD), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

It is implied that the Bidders/Contractors are fully acquainted with the above set of Documents and therefore, it will not be issued to the Bidders/Contractors under this Tender.

However, the Bidders/Contractors may purchase this set of Document if necessary, from the Institute for Construction Training and Development (CIDA) “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.
SECTION – 2

BIDDING DATA

Refer ICTAD Publications No. ICTAD/SBD/02

Note:-

This section shall be read in conjunction with Section 1 – Instruction to Bidders, and is intended to provide specific information in relation to corresponding clauses in Section 1. Whenever there is a discrepancy, the provisions in Section 2 – Bidding Data shall supersede these provided in the Section 1- Instructions to Bidders.
Instructions to Bidders
Clause Reference

1.1 Employer's Name and Address

Name: Secretary
Address: Ministry of Industry & Commerce
P.O Box 570, 73/1,
Galle Road,
Colombo 03.

1.1 Scope of Works

The work consists of “Road improvement works including sub base, base and asphalt surfacing with side drains construction” in Lakshayana Industrial Zone.

1.2 Time for Completion

The Time for Completion of the whole of works shall be 182 days.

2.1 Source of funds

The source of funds is GOSL

3.1 3.2 4.1 QUALIFICATION INFORMATION

The following information shall be provided in Section 9 - Schedules
☐ CIDA registration (as per 4.2 a below)
Registration number ……………………
Grade ………………………
Specialty ………………………
Expiry date ……………………
☐ VAT registration number ……………………
☐ Construction program
☐ Legal status – (Attach copies of Memorandum of Articles/Association and details of Company Registration/incorporation of the company business registration for sole proprietor or partnership)
☐ Authorization to sign/commit the bid – (Attach power of Attorney or Board Resolutions)
☐ Average Annual Construction Turn Over during last five years to be confirmed by submission of audited financial reports as proof for item 4.2.b below.
☐ Experience in works of a similar nature and size for each of the last five years
As documentary proof for item 4.2.c below.
☐ Major items of Construction equipment proposed to carry out the Contract;
As per 4.2d below
☐ Qualification and experience of key site management, Project management and Technical personnel proposed for the Contract; As per 4.2.e below
☐ Details of Credit facilities as per 4.2.f below.
☐ Documentary proof for item 4.2.g below
4.2(a) **CIDA registration required**
Bidders must be registered with the Construction Industrial Development Authority (CIDA) for Highway Construction Grade C3 or above.

4.2(b) **Average annual volume of construction work performed in last 5 years**
Average annual volume of construction turn over during the last 5 years shall be at least Sri Lankan Rupees 185 Million (185 M)

4.2(c) **Experiences in the Construction Works**
Successful completion of a road construction project not less than Rs.100 Million completed within 5 months or a higher value project within Proportionate time period as main contractor during last 05 years. Documentary evidence obtained from Client should be attached as proof for the above which should include project cost, time duration taken to complete the project.

4.2(d) **Essential equipment**

<table>
<thead>
<tr>
<th>Type</th>
<th>Capacity</th>
<th>Minimum nos. required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete mixers</td>
<td>10/7,14/10</td>
<td>3</td>
</tr>
<tr>
<td>Excavator</td>
<td>0.5m³</td>
<td>2</td>
</tr>
<tr>
<td>Loader</td>
<td>0.9m³</td>
<td>2</td>
</tr>
<tr>
<td>Plate Compactors</td>
<td>90Kg</td>
<td>2</td>
</tr>
<tr>
<td>Tractors (with trailers)</td>
<td>2m³</td>
<td>2</td>
</tr>
<tr>
<td>Vibrating Rammers</td>
<td>68Kg</td>
<td>2</td>
</tr>
<tr>
<td>Tipper Trucks</td>
<td>7T</td>
<td>2</td>
</tr>
<tr>
<td>Poker Vibrators</td>
<td>40mm</td>
<td>6</td>
</tr>
<tr>
<td>Water Bowser</td>
<td>6000L</td>
<td>1</td>
</tr>
<tr>
<td>Motor Grader</td>
<td>135Hp</td>
<td>2</td>
</tr>
<tr>
<td>Pneumatic Tired Roller</td>
<td>8-10 T</td>
<td>1</td>
</tr>
<tr>
<td>Asphalt Paver</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

4.2(e) **Qualification and Experience of Key site staff – management and technical personnel proposed for the contract**;
A project Manager with B.Sc. Eng. in Civil Engineering with minimum five years of experience and a Technical Officer with NDT (Civil) or equivalent with minimum 5 years of experience should be assigned to the project

4.2(f) **liquid assets & /or credit facilities required**
The Minimum amount of Liquid assets and/or credit facilities (after setting a part of other Contractual commitments) and exclusive of any advance payment which may be made under this contract shall be not less than Rs.60 Million.
4.2 (g) Documentary Proof to establish the availability of working capital requirement for the Work in hand should be furnished. (Generally working capital required for the work in hand is considered as 20% of value of work in hand).

4.2 (h) The total value of work in hand at the time of closing of the bid including contract price of this contract should not exceed the ICTAD registration value of the bidder.

4.2 (i) Even though the bidder meet the above qualifying criteria they are subject to be disqualified if they have made misleading or false statements in proof of the qualification requirements.

4.2 (j) Non submission or partial submission of the documents listed above shall lead to rejection of the bid.

10.1 Clarification of Bidding Documents

The Chairman,
Ministry Procurement Committee 1
Ministry of Industry & Commerce, Regional Industrial Service Centre
Procurement Unit,
(North Central Province)
P.O.Box 570, 73/1,
No.514/3C,
Galle Road, Maithreepala Senanayaka Road
Colombo 03. Anuradhapura

Tel/Fax: 011 2347392 Tel: 025 2235587

14.3 Sub-clause 14.3 shall be read in conjunction with the following:
"VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. If the bidder is registered for the purpose of VAT, the bidder shall indicate the amount of VAT claimed separately at the end of the Bill of Quantities, in addition to the net value of bid, along with VAT registration number. The amount written on the Form of Bid shall be without VAT. Any bidder who does not declare his VAT registration number will be liable for rejection of his bid. If any bidder is not registered for VAT, he shall indicate the net value of the bid. Under the category bidder shall obtain a letter from the Commissioner of Inland Revenue Department, certifying the Company has not been registered for VAT, shall be attached to the bid. Any bidder who does not comply with this requirement will be liable for rejection of his bid."

14.4 Adjustments for change in cost
The Contract is subjected to price adjustment in accordance with sub-clause 13.7 of the condition of contract.

16.1 Period of Bid Validity
The Bid shall be valid up to 17.10.2016 from the deadline for submission of bids.
17.1 Amount of Bid Security
(Refer the Bid Security Form)

The amount of Bid Security is Sri Lanka Rupees One Million Two Hundred Fifty Thousand. (Rs.1,250,000.00)
“Bid Security should be a Guarantee issued by a bank operating in Sri Lanka or By CGF. Format should be according to the Form of Bid Security given in the Bidding document.”

17.2 Validity of Bid Security
The Bid Security shall be valid up to 15.11.2016 from the deadline for submission of bids.

21.2(a) Employer's Address for Bid Submission
Employer's address for the purpose of bid submission is;

Chairman-MPC 1
Ministry of Industry and Commerce,
Procurement Unit
73/1 Galle Road,
Colombo-03.

21.2(b) Identification Number of Contract
Contract Name: Construction of Internal Roads in Lakshauyana Industrial Zone
Contract No : 106/P/MIC/L/2016/01

22.1 Deadline for Submission of Bids
Deadline for submission of Bids is shall be 14:00 Hrs on 18.07.2016.

25.1 Bid Opening
Venue, Time and Date of Bid opening will be:

Venue : Auditorium Time :14.00 hrs Date :18.07.2016

35.1 Amount of Performance Security
(Refer the Performance Security Form)
The Standard Form of Performance Security acceptable to the Employer shall be an Unconditional on Demand Bank Guarantee from a Commercial Bank operating in Sri Lanka approved by the Central Bank.
The amount of Performance Security is five percent (5%) of the Initial Contract Price.
The Performance Security shall be valid until 28 days beyond the Time for Completion including Maintenance Period/ Defect liability Period.

37 Adjudicator proposed by employer
The Adjudicator proposed by the employer is CIDA. Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis shall be equally shared by the Contractor and the Employer.
SECTION – 3

CONDITIONS OF CONTRACT

Conditions of Contract shall be read in conjunction with the Section 4- Contract Data in Volume 2, which shall take precedence over the Conditions of Contract.
Section 3 - Conditions of Contract which is a part of the BIDDING DOCUMENT–PROCUREMENT OF WORKS MAJOR CONTRACTS, ICTAD Publication No. ICTAD/SBD/02 (Second Edition January 2007) published by the Construction Industrial Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

It is implied that the Bidders/Contractors are fully acquainted with the above set of Documents and therefore, it will not be issued to the Bidders/Contractors under this Tender.

However, the Bidders/Contractors may purchase this set of Document if necessary, from the Construction Industrial Development Authority (CIDA) “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.
Note:-
This section shall be read in conjunction with Section 3 – Condition of Contract, and is intended to provide specific information in relation to corresponding clauses in Section 3. Whenever there is a discrepancy, the provisions in Section 4 – Contract Data shall supersede these provided in the Section 3- Condition of Contract.
CONTRACT DATA

Conditions of Contract Clauses
Number/s

1.1.2.2 & 1.3 The Employer is: Secretary,

Address: Ministry of Industry & Commerce,
P.O Box 570, 73/1, Galle Road,
Colombo 03.

1.3 Contractor’s Name: ..................................................
Address: .................................................................
.................................................................

1.1.2.4 & 1.3 Engineer’s Name: Deputy General Manager (Design and Planning)

Address: State Development and Construction Corporation
No.07, Borupana Road, Ratmalana.

1.1.3.3 Time of Completion of the Work
Time for completion of the whole works shall be 182 days.

1.1.3.7 Defects Notification Period
Defects Notification period is 365 days.

2.1 Right to Access to the site
14 days after letter of Acceptance.

3.1 Engineers Duties and Authorities
The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub clauses of these conditions,

(a) clause 13, where the final effect of variation increase the contract price.

4.2 Amount of Performance Security
5% of the Initial contract price

8.7 Liquidated damages for the works
0.1% of the initial contract price per day.

8.7 Maximum amount of liquidated damages
10% of the initial contract price

13.4 (b) Percentage for adjustment of provisional sums shall be 10%
13.7 Weighting of inputs

[13.7.1] Contract is subjected to price adjustment as per following input percentages.

<table>
<thead>
<tr>
<th>Indices references</th>
<th>Material Input Name</th>
<th>Input %</th>
</tr>
</thead>
<tbody>
<tr>
<td>M3</td>
<td>CEMENT</td>
<td>4.65</td>
</tr>
<tr>
<td>M48</td>
<td>ABC</td>
<td>8.15</td>
</tr>
<tr>
<td>M7</td>
<td>METAL</td>
<td>9.38</td>
</tr>
<tr>
<td>M8</td>
<td>SAND</td>
<td>2.59</td>
</tr>
<tr>
<td>P2</td>
<td>Heavy Equipment</td>
<td>22.10</td>
</tr>
<tr>
<td>P3</td>
<td>Fuel</td>
<td>5.48</td>
</tr>
<tr>
<td>M13</td>
<td>R/F STEEL</td>
<td>5.5</td>
</tr>
<tr>
<td>M22</td>
<td>Timber Planks</td>
<td>2.70</td>
</tr>
<tr>
<td>M30</td>
<td>Bitumen</td>
<td>22.58</td>
</tr>
<tr>
<td>L2</td>
<td>Semi Skilledlabour</td>
<td>2.05</td>
</tr>
<tr>
<td>L3</td>
<td>Unskilled Labour</td>
<td>4.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td>90%</td>
</tr>
</tbody>
</table>

NON ADJUSTABLE ELEMENT SHALL BE BOQ ITEM PRELIMINARIES, PROVISIONAL SUMS, DAY WORKS, EXTRA WORK AND VARIATIONS VALUED AT PREVAILING RATES

14.2 Total advance payment
The Employer shall make an advance payment to the Contractor in an amount equivalent to 20% of the Initial Contract Price less contingencies less Provisional Sums within 14 Days after furnishing of an unconditional guarantee in a form and by a bank acceptable to the Employer or from the Construction Guarantee Fund. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

14.2 Number and timing of installments
In one installment

14.3 Percentage of retention
The retention for each payment shall be 10% of the certified value of work done.

14.3 Limit of retention
5% of the initial contract price
14.5 Minimum amount of interim payment certificates
Rs.10.00 Million

14.8 Alternative method for payment of retention

On reaching the limit of retention, stated in the Contract Date under sub clause 14.3, the contractor may substitute full retention money with an unconditional guarantee acceptable to the Employer to a value equal to the full retention money, and valid up to 28 Days beyond the end of Defect Notification Period. On receipt of such guarantee the Employer shall repay the full retention money. The guarantee will be released to the Contractor upon the certification of the Engineer that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

18.2 Minimum Insurance covers shall be,

(a) The minimum cover for insurance of works, Temporary works and of Plant and materials is 115% of the initial Contract price.
(b) The minimum for insurance of other property is Rs.1,000,000/= per occurrence with the third party, number of occurrence unlimited.
(c) The minimum cover for personal injury or death.
   For third party and employees of the employer and other persons engaged by the employer is Rs.550,000/= per event.
SECTION-5

STANDARD FORMS [CONTRACT]

Letter of Acceptance
Agreement
Performance Security
Advance Payment Security
Retention Money Guarantee
Notes on Standard Forms:

- Bidders shall submit the completed Form of Bid Security in compliance with the requirements of the Bidding documents.

- Bidders should not complete the Form of Agreement at the time of preparation of Bids.

- The successful bidder will be required to sign the Form of Agreement, after the award of Contract.

- Any corrections or modifications to the accepted Bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the Bidding documents should be incorporated in the Agreement.

- The Form of Performance Security form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the Bidders at the time of submission of Bids.

- The successful Bidder will be required to provide these securities in compliance with the requirement herein or as acceptable to the Employer.
FORM OF LETTER OF ACCEPTANCE

Date ........................................

To: ..............................................................................................................

(Name & address of the Contractor)

This is to notify you that your bid dated ........................................ (insert date) for the construction and remedying defects of the CONSTRUCTION OF INTERNAL ROADS IN LAKSHAUYANA INDUSTRIAL ZONE for the Contract Price of Rupees ...............................................................

.............................................................................................................. (amount in figures & words) as corrected in accordance with Instruction to Bidders and/or modified by a memorandum of understanding is hereby accepted.

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

The Commencement Date shall be within ................ from the date of this letter.

The amount of the Performance Security is Rs......................................................

The Performance Security shall be submitted on or before .................................

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

Authorized signature

SECRETARY,
MINISTRY OF INDUSTRY & COMMERCE,
P.O BOX 570, 73/1, GALLE ROAD,
COLOMBO 03.
THE MINISTRY OF INDUSTRY & COMMERCE
Construction of Internal Roads in Lakshayana Industrial Zone

CONTRACT AGREEMENT

This AGREEMENT made the.............. day of ..............2016 between MINISTRY OF INDUSTRY & COMMERCE (hereinafter called “the Employer”) of the one part, and the

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

........................................................................................................................................................................(hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desires the Contractor executes construction of CONSTRUCTION OF INTERNAL ROADS IN LAKSHAUYANA INDUSTRIAL ZONE (herein after called “the works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respect with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying of defects therein the Initial Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.

The Agreement shall include the following annex document:

1. Annex-1 Performance Security
2. Annex-2 Advance Payment Security
3. Annex-3 Contractor’s All Risk Policy
4. Annex -4 Workmen’s Compensation Policy
5. Annex -5 Construction Work Programme
6. Annex -6 List of Drawings of Bidding Document
IN WITNESS thereof the parties thereto have caused this Agreement to be executed on the day and year aforementioned in accordance with laws of Sri Lanka.

Authorized signature of Contractor

Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the Presence of Witness:

1) Name and NIC No.


Signature: ...........................................  Signature: ...........................................
Address: ...........................................  Address: ...........................................

2) Name and NIC No.


Signature: ...........................................  Signature: ...........................................
Address: ...........................................  Address: ...........................................
FORM OF PERFORMANCE SECURITY
(Unconditional)

………………………………………………………………………………………………………

Issuing Agency’s Name, and Address of Issuing Branch of Office

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

Date: ....................................................

PERFORMANCE GUARANTEE No.: ...........................................

We have been informed that ..........................................................................................

…………………………………………………………………………………………………

[reference number of the contract] dated

………………………with you, for .................................................................[insert “construction”]

…………………………………………………………………………………………………

……..[name of Contract and brief description of Works] (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 …… 2016[insert date, 28 days beyond the Time for Completion] 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

[Name and address of Agency’s 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) (Herein after called “The Contractor) has entered into Contract No .................................................. [reference no of the contract] dated ........................................ with you, for the ........................................................construction of .................................................................

[Name of contractor and brief description of Works] (herein after called “The Contract”).

Furthermore, we understand that, according to the Conditions of 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 accompany by a written statement that the contractor is in breach of its obligation in repayment of the advance payment under the Contract.

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

This guarantee shall expire on................. (Insert the date, 28 days beyond the Intended Completion date)

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

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

[Signature(s)]
FORM OF RETENTION MONEY GUARANTEE

[Issuing Agency’s Name, and Address of Issuing Branch of 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 [reference no of the contract] dated [date] with you for the execution of [name of contract & brief description of works] (hereinafter called “the Contract”).

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

At the request of the Contractor, we [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 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 on or before that date.

_____________________________________________________

[Signature(s)]
SECTION - 6

SPECIFICATIONS
GENERAL & PARTICULAR SPECIFICATION

6.1 General Specification

The Works under this contract shall be executed in accordance with the specifications given in the following documents issued by the Construction Development Industrial Authority (CIDA), “Savsiripaya”, Wijerama Mawatha, Colombo 07, as applicable. These shall be read in conjunction with the particular specification given, which shall take precedence over the CIDA specifications in the event of any ambiguity or discrepancy.

Work for which the standard specifications published by CIDA are not available or in the opinion of the engineer, are inappropriate the relevant current British standard specifications or any other international standard may be recommended.

<table>
<thead>
<tr>
<th>Publication No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICTAD publication no.SCA/5</td>
<td>Standard Specifications for construction</td>
</tr>
<tr>
<td>November 2008</td>
<td>and maintenance of Roads and Bridges.</td>
</tr>
</tbody>
</table>
SECTION-7

FORM OF BID
FORM OF BID

To: SECRETARY,
MINISTRY OF INDUSTRY AND COMMERCE,
P.O BOX 570, 73/1, GALLE ROAD,
COLOMBO 03.

CONSTRUCTION OF INTERNAL ROADS IN LAKSHAUYANA INDUSTRIAL ZONE

TENDER NO: …………………………………………

Gentlemen,

1. Having examined the Standard Bidding Document-Procurement of Works Major Contracts [ICTAD/SBD/02-Second Edition, January 2007], Specifications, Drawings and Bill of Quantities and addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bill of Quantities and addenda nos………..for the sum of Sri Lankan Rupees 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SECTION-8

PRICING PREAMBLES AND BILL OF QUANTITIES
BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with all other bidding documents.

2. General directions and descriptions of work or materials given elsewhere in the bidding documents are not necessarily repeated in the Bill of Quantities. For the full meaning of each item, reference should be made to the applicable passages in the bidding documents.

3. The prices and rates entered by the contractor in the Bill of Quantities shall be deemed to cover the complete and finished works in the final position as required by the bidding documents, including, inter alia, all costs and expenses which may be required in and for the construction and maintenance of the works, together with all risks, liabilities, contingencies, insurance, sampling testing, providing all necessary assistance to the Engineer and in general all obligations imposed by the contract.

4. Without affecting the generality of the foregoing provisions the prices and rates entered by the contractor in the Bills of Quantities shall also include, inter alia, all costs and expenses involved with or arising from the following:

   i  The provision, storage, transport, handling, use, distribution and maintenance of all materials, plant, equipment, machinery and tools, including all costs, charges, dues demurrage or other outlays involved in carriage and importation.

   ii The provision and maintenance of all staff and labour and their payment, accommodation, transport, fares and other requirements.

   iii Setting out, including the location, construction and preservation of survey markers, measurement and supervision.

   iv The provision, storage, transport, use, handling, distribution and maintenance of all consumable stores fuel, water and electricity including the requirements of the Engineer’s Representative and his staff.

   v The location, test proving, opening, operation, reinstatement of all quarries and borrow pits, as well as compensation and mining royalties costs associated with quarries and borrow pits or any other land the contractor may require additional to that provided free for the execution of the permanent works.

   vi Sampling, the transport of samples, testing, the carrying out of trial sections of earthworks or payment and the checking of all information given by the Engineer.
vii  Injury caused to the Works under Construction, Plant, Materials and consumable stores by weather.

viii Repairs to the Works either prior to or during the Period of maintenance.

ix  Maintenance work as detailed in the Specifications and the Conditions of Contract and the maintenance of public amenities.

x   Co-ordination with other Contractors or Authorities carrying out work either in connection with or adjacent to the Works.

xi  The supply of manufacturers test certificates.

xii The protection of mains and services, and cost of repairs in case of damage caused by the Contractor.

xiii Pumping and dewatering; the protection of excavation faces.

xiv The provision and maintenance of temporary diversions in order that through traffic flow shall remain unobstructed through the contract period and in general the provision of all temporary works required in connection with the works

xv  Insurance, custom duties taxes[excluding VAT] levies, first aid, welfare and safety requirements and all other overheads and costs and profit.

5. A price or rate shall be entered against each Item in the Bills of Quantities whether quantities are stated or not. Item against which no price or rate is entered shall be deemed to be covered by the other prices or rates entered by the Contractor in the Bill of Quantities. The unit price or rate entered against any Item shall take Precedence over any miscalculation in the total sum against that Item. Where separate items have not been provided in the Bill of Quantities for work shall be deemed to have been included in the other prices and rates.

6. The Quantities given in the Bill of Quantities are estimated only and are given to provide a basis for the tender. No guarantee is given for their accuracy and payments to Contractor will be based on the prices and rates quoted in the bills applied to measured quantities for work done.

The quantity for each Item of work executed by the Contractor in accordance with the Contract shall be measured net and no allowance will be made for waste, bulking, shrinkage decrease of volume due to compaction or the provision of working space.
7. The items in the Bills of Quantities are the general application to the whole of the works at any location on site or any part of the works as indicated in the bid documents or instructed by the Engineer.

8. Tenders, which group several items together in the Bill of Quantities under one price, will not be accepted.

9. The Units of measurement described in the Bill of Quantities are Metric Units. Abbreviations in the Bill of Quantities are as follows:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hrs</td>
<td>Hours</td>
</tr>
<tr>
<td>Km</td>
<td>Kilometers</td>
</tr>
<tr>
<td>Lm</td>
<td>Linear Meter</td>
</tr>
<tr>
<td>m² or sqm</td>
<td>Square Meter</td>
</tr>
<tr>
<td>m³ or cum</td>
<td>Cubic Meter</td>
</tr>
<tr>
<td>nos.</td>
<td>Numbers</td>
</tr>
<tr>
<td>L.S.</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>P.S.</td>
<td>Provisional Sum</td>
</tr>
<tr>
<td>mth.</td>
<td>Month</td>
</tr>
<tr>
<td>ltr.</td>
<td>Liter</td>
</tr>
<tr>
<td>kg.</td>
<td>Kilogram</td>
</tr>
<tr>
<td>mt.</td>
<td>Metric Ton</td>
</tr>
<tr>
<td>mm.</td>
<td>Millimeter</td>
</tr>
<tr>
<td>wk.</td>
<td>Week</td>
</tr>
</tbody>
</table>
DAY WORKS

1. The rates entered in the schedule for Bill of Quantities shall form day works items for pricing extra work ordered to be done in accordance with Contract.

2. The rates shall include all overheads and profit and all other cost of whatever nature necessary for an identical to the performance of extra work whenever ordered and these rates required anywhere on the Site for the operation of plant the provision of labour or the provision of materials and shall be deemed to include inter alia:

   Plant: Operation, maintenance, repairs, fuel, oil greases, hydraulic fluids, taxes, duties operator’s wages and overtime, traveling time, transport supervision, administration cost related to the use of such plant.

   Labour: Wages, overtime, bonuses, traveling time, hand tools, accommodation, fringe benefits, transport and supervision.

   Material: Provision, transport, handling, wastage and storage.

In the case of Plant and labour, only time spent working shall be paid for.

For Day works required outside the site (Which for these purpose shall mean all areas shown on the plans for permanent works and all areas of temporary works such as Contractor’s and Engineer’s camps, quarry, borrow pits and their access roads, diversion roads etc.), the following should be chargeable.

   Plant : Self traveling : Actual time of and to place of stationing on the day of the work.

   Transport: Traveling time of the places of transport (lorry, low loader etc)

   Labour : Travel time for the means of transport used.

   Materials: Traveling time for the means of transport used.

The rates shall apply only to such work, as the Engineer shall instruct in writing to be carried out as day works. All items should be priced.
SECTION-9

SCHEDULES
<table>
<thead>
<tr>
<th>ITB Clause reference</th>
<th>Description</th>
<th>Information (to be filled by the Bidder)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>ICTAD Registration</td>
<td></td>
<td>Provide certified copies and label as attachment to Clause 3.1</td>
</tr>
<tr>
<td></td>
<td>Registration Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grade</td>
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<tr>
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<td>Speciality</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expiry Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1(a)</td>
<td>Legal status</td>
<td></td>
<td>Provide certified copies and Registration</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Written power of attorney of the signatory to the Bid</td>
<td>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</td>
<td></td>
</tr>
</tbody>
</table>
## Schedule 2 – Annual Turnover Information
(Construction only – Last five years)

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Attach audited reports and label as attachment to Clause 4.2</td>
</tr>
<tr>
<td>3</td>
<td></td>
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<td>4</td>
<td></td>
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<td>5</td>
<td></td>
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</tbody>
</table>

## Schedule 3 – Adequacy of Working Capital

<table>
<thead>
<tr>
<th>Source of credit line</th>
<th>Amount</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Provide documentary evidence and label as attachment to Clause 4.2</td>
</tr>
<tr>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule 4 – Construction Experience in last five years

<table>
<thead>
<tr>
<th>Year</th>
<th>Employer</th>
<th>Description of Works</th>
<th>Amount</th>
<th>Contractor’s Responsibility (%)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Total

*Provide document evidence and label as attachment to Clause 4.2*
## Schedule 5 – Major Items of Construction Equipment Proposed

<table>
<thead>
<tr>
<th>Type</th>
<th>Capacity</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Schedule 6 – Construction Management Staff</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>A. Key Staff - Management</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>B. Key Staff - Technical</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Name &amp; Position</td>
<td>Activities</td>
</tr>
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<td>----------------</td>
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</tbody>
</table>
### Schedule 8 – Work Programme

*1st, 2nd, etc. are months from the Start Date*

<table>
<thead>
<tr>
<th>Construction Activity</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
</tr>
</thead>
</table>

SECTION-10

LIST OF DRAWINGS
SECTION-11

STANDARD FORMS (BID)

FORM OF BID SECURITY
FORM OF BID SECURITY

[This Guarantee form shall be filled in accordance with the instructions indicated in brackets]

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

Beneficiary: [insert (by PE) name and address of Employer]

Date [insert (by issuing agency) date]

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

We have been informed that [insert name of the Bidder] (hereinafter called “the Bidder”) has submitted to you its bid dated [insert (by issuing agency) date] for the execution of [insert name of Contract] under Invitation for Bids No. [insert IFB number] (“the IFB”). Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we 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”) of the IFB; or

(c) having been notified of the acceptance of its Bid by the Employer/Purchaser 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

[insert (by issuing agency) number]

[This Guarantee form shall be filled in accordance with the instructions indicated in brackets]
CHECKLIST FOR BIDDERS
Check List before Submission of Bids

Bidders are advised to fill the following table:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITB Clause</th>
<th>Yes (tick)</th>
<th>REFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signatory of the BID</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evidence for authority for</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signatory (i.e.s) enclosed?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Form of Bid</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Addressed to the Employer?</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Completed?</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signed?</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bid Security</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Addressed to the Employer?</td>
<td>16</td>
<td></td>
<td></td>
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<tr>
<td>Format as required?</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Issuing Agency as specified?</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount and currency as requested?</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Validity 28 days beyond the validity of Bid?</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Qualification Information</strong></td>
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<td></td>
</tr>
<tr>
<td>All relevant information completed?</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signed?</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Addendum</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contents of the addendum (if any)</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>taken in to account ?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BID package</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All the documents given in ITB</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clause 12 enclosed in the original</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and copy?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITB Clause 19 followed before</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sealing the Bid Package?</td>
<td>19</td>
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</table>