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Section-3

CONDITIONS OF CONTRACT

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

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

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

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Section - 4

**FORM OF BID AND QUALIFICATION
INFORMATION**

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Form of Bid

Name of Contract: Construction of Lateral Sewer Lines at Kathireshan Street - Colombo 13

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

Gentleman,

1. Having examined the Standard Bidding Document – Procurement of Works [ICTAD/SBD/01 - Second Edition, January 2007], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract , Specifications, Drawings, Bills of Quantities and addenda nosfor the sum of Sri Lankan Rupees
.....(LKR.....) or such other sums as may be ascertained in accordance with the said conditions.
2. I/We acknowledge that the Contract Data forms part of our Bid.
3. I/We undertake, if my/our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. I/We agree to abide by this Bid **till 05.03.2023**, or for any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. I/We accept I/we do not accept the Adjudicator.
7. I/We understand that you are not bound to accept the lowest or any Bid you may receive.

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

Signature : Name:

Designation :Address :

Witness Signature: Name, Address, NIC number:

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Qualification Information

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

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

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Section - 5
BIDDING DATA AND CONTRACT DATA

G. Bidding Data

Instructions to Bidders

Clause Reference

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(1.1) The Employer is

Name: Colombo Municipal Council

Address : Town Hall, Colombo 7.

The Work consists of: Construction of Lateral Sewer Lines (Contract number ME/ME/DN/260/2021) located at: at Kathireshan Street - Colombo 13

(1.2) Intended Completion Date is **270 Days** from the start Date.

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

Projects Management Division, Town Hall, Colombo 7.

The non-refundable fee is Rs.7000.00(including VAT)

The Bid forms will be issued **till 10.00 hours 26.09.2022**

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

(4.2) The registration required

Specialty: **Water Supply and Sewerage Contractors**

Grade: **CIDA grade C6&C5**

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

- ❖ CIDA Registration;
 Registration number
 Grade
 Specialty
 Expiry Date
- ❖ VAT Registration number
- ❖ Construction Programme
- ❖ Legal Status (Sole Proprietor, Partnership, Company etc.)
- ❖ Qualifications and experience of key site management and technical personnel proposed for the Contract;

(4.4) a. Average annual volume of construction work performed Within last 5 years shall be Rs. 20 Million.

b. Experience in the construction of contracts of similar nature over the last 5 years

- d. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than Rs. 3.5 Million.

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

Name: Director Engineering (Drainage)
Address: Drainage & Water Supply Division,
Maligakanda, Colombo 10.
Fax: 0112674809
E-mail: drdws@colombo.mc.gov.lk

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

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

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

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

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

(13.4) The Contract is subjected to price adjustment in accordance with Claus 47 of the Conditions of Contract.

(15.1) The Bid shall be valid till 05.03.2022

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

(16.2) Bid Security shall be:

- For an amount **Rs.323,400.00**
- **Valid until-04.04.2023**
- Issued by a reputed Bank or Insurance Company registered to undertake businesses in Sri Lanka using the form for bid security (unconditional on demand guarantee) included in Section 9, Standard Forms.

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

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

(19.2) b. Contract name: Construction of Lateral Sewer Lines at Kathireshan Street -
Colombo 13
Contract no: ME/ME/DN/260/2021

- (20.1)** The deadline for submission of Bids shall be till 10.00 hours on 27.09.2022
- (34.0)** The performance security shall be 5% of the Initial Contract Price mentioned in the Letter of Acceptance or as per the Public Finance Circular 03/2020(i) v. dated 11.01.2021
- (36.0)** The process of appointment of the Adjudicator shall be executed in accordance with the conditions of contract at a date during the contract when parties agree such an appointment is worthwhile.

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

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Contract Data

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

(1.0) The Employer is

Name: Colombo Municipal Council

Address: Town Hall, Colombo 7.

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

(1.0) The Engineer is

Name : Deputy Municipal Commissioner (Engineering Services)

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

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

(1.0) The works consists of Construction of Lateral Sewer Lines, Contract number is
ME/ME/DN/260/2021

The Site is Located at Kathireshan Street - Colombo 13

(1.0) The Start Date shall be **21 days** from the Letter of Acceptance

(2.2) Sectional Completion of work is specified as follows.

Not applicable

(2.3) The following documents also form part of the Contract: **Not applicable**

(8.1) Schedule of other contractors: **None**

(13.1) The minimum insurance covers shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer):

- (a) * The minimum cover for insurance of the Works and of plant and Materials is 110% of Initial Contract Price
 - The maximum deductible for insurance of the Works and of Plant and Materials is 5% of Initial Contract Price
- (b) * The minimum cover for loss or damage to Equipment is 5% of Initial Contract Price
 - The maximum deductible for insurance of Equipment is 5% of Minimum cover.
- (c) * The minimum cover for insurance of other property (other than the site) is 5% of Initial Contract Price.

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(d) The minimum cover for personal injury or death,

* for third party and employees of the Employer and other Persons engaged by the Employer in the Works is Rs. 200,000.00 per event.

(13.2) The minimum cover for personal injury or death shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer)

- for the Contractor's workmen is Rs. 200,000.00 per event
- Contractor's employees other than workmen are Rs. 200,000.00 per event.

(14.1) The following site investigation reports are annexed as Appendices:

No appendices

(17.1) The intended Completion Date for the whole of works shall be **270 days**

(21.1) The site Possession Date shall be **14 Days** from Letter of Acceptance

(27.1) The Contractor shall submit a programme for the works within **14 days** of delivery of the Letter of Acceptance.

(27.3) The Contractor shall submit updated program of work for every ----- days.
Not applicable

(27.4) Withholding amount for not complying with above 27.1 & 27.3. Not applicable

(35.1) The Defects Liability Period is **365 Days**

(39.2) Engineer may order variations in such a way that contract value of the project is not exceeded.

(42.1) The minimum interim payment certificate amount is **5% of the contract sum**

(47.1) The contract price is **subjected to price adjustment**

Formula used to calculate price Fluctuation

$$F = \frac{0.966(V - V_{na})}{100} \times \sum_{all\ inputs} P_x \frac{(I_{xc} - I_{xb})}{I_{xb}}$$

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Non-adjustable elements

The following elements do not consider for the Price fluctuations.

- Preliminaries
- Provisional Sum Items
- Additional Works

List of input proportions for the contract

No	CIDA No.	Name of Input	Percentage %
1	M3	Cement	18.14
2	M7	Metal 3/4"	5.73
3	M8	Sand	5.31
4	M13	Reinforcement 10 mm bar	11.57
6	M20	PVC pipe	29.93
9	L1	Skilled Labour	5.84
10	L2	Unskilled Labour	13.49

- (48.1) The retention from each payment shall be **10%** of the certified work done.
The limit of retention shall be **5%** of the Initial Contract price.
- (49.1) The liquidated damages for the whole of the works shall be Rs. **5000** per Day. The maximum amount of liquidated damage for the whole of the Works shall be **10%** of the Contract price.
- (51.1) Contractor shall be paid an advance payment only on submission of an unconditional Bank Guarantee obtained from a reputed Bank registered in Central Bank of Sri Lanka. The value of the Bank guarantee shall be equivalent to the eligible amount calculated as per conditions of contract and it shall be valid till the end of intended completion date or an extension of intended completion date. Contractor shall extend the validity of the Bank guarantee for extension of intended completion date without any notification by the employer. Employer shall demand the advance payment guarantee for such failure of the contractor to extend its validity without any notification to the contractor.
- (52.1) The performance security shall be **5%** or as per the Public Finance Circular 03/2020(i) v. of the Initial Contract Price. This security shall be unconditional on demand and of the Initial Contract Price. This security shall be unconditional on demand and valid till 28 days beyond the intended completion date or any extended intended completion date. Contractor shall extend the validity of performance security for any extension of intended completion date without any notification by the employer. Employer shall demand the performance security for such failure of the contractor to extend its validity without any notification to the contractor.
- (60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **25%**

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Section - 6

SPECIFICATIONS

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

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• Section - 7

• **BILLS OF QUANTITIES**

- 1. Include Preliminary Bill items as Bill No. 1**
- 2. VAT Component shall be filled in Bills of Quantities and it shall not be carried to Form of Bid.**
- 3. Any discount offered will not be considered for Provisional Sum Items**

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**MUNICIPAL ENGINEERS' DEPARTMENT
COLOMBO MUNICIPAL COUNCIL**

CONSTRUCTION OF LATERAL SEWER LINES AT KATHIRESHAN STREET, COLOMBO.13.

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
	Bill No 01				
1.0	Preliminaries				
1.1	Provisional sum for providing Performance security.		Provisional sum		20,000.00
1.2	Provisional sum for providing an Advance Payment security.		Provisional sum		65,000.00
1.3	Provisional sum for insurance of the works, Machinery & equipment, Plant, Materials, third party persons & property and Employer's personnel & property at site as per contract.		Provisional sum		100,000.00
1.4	Provisional sum for insurance of against accident and injury to contractor's personnel as per th contract.		Provisional sum		75,000.00
	Contractor's Facilities				
1.5	Allow lump sum for constructing, maintaining, dismantling and removal on completion of the works, a temporary site office of adequate size including staff rest room and toilets and other facilities for the contractor's site management staff in accordance with the plans prepared by the Contractor and concurred by the Engineer.	Item			
1.6	Allow lump sum for constructing, maintaining, dismantling and removal on completion of the works, building to be used as workshops and stores for perishable materials. Buildings shall be constructed in accordance with the drawing prepared by the Contractor and concurred by the Engineer. The lump sum shall also include for altering, modifying or dismantling and re-erecting within the site all temporary buildings/structures if required.	Item			
1.7	Allow lump sum for providing Accomadation including sanitary facilities and transport Contractor's staff and workment off site.	Item			
1.8	Allow lump sum for providing telephone and facsimile facilities, electricity and water services for the contractor's site office for their use in connection with the works.	Item			
1.9	Allow lump sum for maintenance, rental, consumption charges etc. for telephone and facsimile facilities, electricity and water services for the contractor's site office for their use in connection with the works.	Item			

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ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
	SECTION - 1				
	Note : All the items below, rate included for supplying of materials.				
2.0	Bill No 02				
	NOTE : Road cutting Permit should be taken by the contractor from the Central Road Maintenance Unit ((CRMU) of CMC).				
2.1	TEMPORARY REINSTATEMENT				
	Removing of Asphalt surface and teamporary reinstate dealing with all existing utility service.	m2	120.00		
	NOTE : Permanent reinstatement should be done by CRMU of CMC and reinstatement cost has to be paid to CRMU separetaly by the contractor.				
2.2	PERMANENT REINSTATEMENT				
	Permanent reinstatement of damage bitumen surface in pre-mixed road.				
				Provincial Sum	1,415,000.00
2.3	PIPE WORK				
	Item shall include excavation in trenches, removal of excess earth,shoring,dewatering,preparation surfaces, backfilling and compaction with suitable imported material by 150mm thick compacted layers.Rate to include for 300mm thick Quarry Dust layer on top of the pipe line.				
2.3.1	Provide lay and join spigot and socket grade 600 UPVC pipes of nominal bore 160mm diameter in open trenches.				
	Invert depth 2.0m	Lm	70.00		
2.3.2	Provide lay and join spigot and socket grade 600 UPVC pipes of nominal bore 225mm diameter in open trenches.				
	Invert depth 2.0m	Lm	10.00		
2.4	CONCRETE				
	100mm thick 1:2:4(20mm) cement concrete in bed and haunching along the UPVC pipes. Rate shall include for Form work .Refer Drawing No. ME/DR/AB/SW/13/2021/DR-01	m ³	7.00		

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ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
	NOTE : Permanent reinstatement should be done by CRMU of CMC and reinstatement cost has to be paid to CRMU separately by the contractor.				
3.2	PERMANENT REINSTATEMENT				
	Permanent reinstatement of damage bitumen surface in pre-mixed road.			Provincial Sum	1,201,000.00
3.3	PIPE WORK				
	Item shall include excavation in trenches, removal of excess earth, shoring, dewatering, preparation surfaces, backfilling and compaction with suitable imported material by 150mm thick compacted layers. Rate to include for 300mm thick Quarry Dust layer on top of the pipe line.				
3.3.1	Provide lay and join spigot and socket grade 600 UPVC pipes of nominal bore 160mm diameter in open trenches.				
	Invert depth 2.0m	Lm	58.00		
3.3.2	Provide lay and join spigot and socket grade 600 UPVC pipes of nominal bore 225mm diameter in open trenches.				
	Invert depth 2.0m	Lm	10.00		
3.4	CONCRETE				
	100mm thick 1:2:4(20mm) cement concrete in bed and haunching along the UPVC pipes. Rate shall include for Form work .ME/DR/AB/SW/13/2021/DR-01	m ³	6.00		
3.5	MANHOLE				
	Item shall include excavation, removal of excess earth, shoring, preparation of surface, dewatering, backfilling and compaction with suitable imported material 150mm thick compacted layers. Form work, concrete work reinforcement, connection of pipe ends, providing and fixing of D 400 Type clear opening of 600mm Diameter D.I. Cover & Frame, comply with (BS. EN.124) & 25mm diameter hot dip galvanized steps at 300mm c/c. Comply with (BS.EN. ISO 1461 : 2009).				
3.5.1	750 X 750mm internal dimensions, 75mm thick screed with 1:3:6 (25mm) cement concrete & 200mm thick base and walls with 1:11/2:3(20mm) concrete, single reinforced rectangular manholes. Rate to include for 1:3 cement sand plaster in benching and concrete walls should have a satisfactory smooth finish , plastering not allowed. ME/DR/AB/SW/13/2021/DR-02				

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ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
	Invert depth 2.0m	Lm	21.00		
4.4.2	Provide lay and join spigot and socket grade 600 UPVC pipes of nominal bore 225mm diameter in open trenches.				
	Invert depth 2.0m	Lm	10.00		
4.5	CONCRETE 100mm thick 1:2:4(20mm) cement concrete in bed and haunching along the UPVC pipes. Rate shall include for Form work .ME/DR/AB/SW/13/2021/DR-01	m ³	3.00		
4.6	MANHOLE Item shall include excavation, removal of excess earth, shoring, preparation of surface, dewatering, backfilling and compaction with suitable imported material 150mm thick compacted layers. Form work, concrete work reinforcement, connection of pipe ends, providing and fixing of D 400 Type clear opening of 600mm Diameter D.I.Cover & Frame, comply with (BS. EN.124) & 25mm diameter hot dip galvanized steps at 300mm c/c. Comply with (BS EN 12412:2000)				
4.6.1	750 X 750mm internal dimensions, 75mm thick screed with 1:3:6 (25mm) cement concrete & 200mm thick base and walls with 1:11/2:3(20mm) concrete, single reinforced rectangular manholes.Rate to include for 1:3 cement sand plaster in benching and concrete walls should have a satisfactory smooth finish , plastering not allowed.(P12,P13 & P14)ME/DR/AB/SW/13/2021/DR-02				
	Invert depth not exceeding 1.0m - 1.5m	Nos	3.00		
4.6.2	1200 X 900mm internal dimensions, 75mm thick screed with 1:3:6 (25mm) cement concrete & 200mm thick base and walls with 1:11/2:3(20mm) concrete, double reinforced rectangular manholes.Rate to include for 1:3 cement sand plaster in benching and concrete walls should have a satisfactory smooth finish , plastering not allowed. (Proposed MH1)ME/DR/AB/SW/13/2021/DR-03				
	Invert depth not exceeding 3.5m	Nos	1.00		
4.7	SHORING For Manhole Supply and install a suitable earth support system using steel, timber or timber and steel together during the construction period. Invert depth exceeding 2.0m.	m2	44.00		

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Section -8
DRAWINGS