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COLOMBO MUNICIPAL COUNCIL

INVITATIONS TO BID

Municipal Commissioner of Colombo Municipal Council invites sealed bids for the following supply of services and works from eligible and qualified bidders.

S/n	Tender No.	Description	Non-Refundable Fee	Value of Bid Security	Eligibility of Tenderers/Bidder	Contact Person for further details
01	MENT/BN/24/2023	Proposed Renovation to Guwantha Mawatha Housing Scheme, Kottawa, Colombo-11	2750.00	Rs. 105,278.00 Unconditional on demand Guarantee	Building Contractors belonging to CEDA Grade C-04 & C-07.	Dr. Eng. (Project) Phani U.L.S.P.C.0403

Bidding document (Original & Duplicate) could be obtained by two methods.

Method 01 - Download from the CMC website (www.colombo.mcc.gov.lk).

1. Non-refundable bidding documents fee as mentioned above can be paid by following method.
 - a) Any People's Bank branch to credit People's Bank, Town Hall branch, Acc No: 167-1-001-6-3169425 of Colombo Municipal Council.
 - b) Payment windows of following Municipal premises of Colombo-city limit from 9.00 a.m. to 1.30 p.m. on week days.

➤ District Office-04
No. 147, High Level Road,
Kotugoda,
Colombo-06.

➤ Drainage & Water Supply
Division
Mulliyilankanda,
Colombo-10.

- II. It is mandatory to attach the original receipt / slip with the Bidding document.
- III. Bidders who collected the bidding documents from the web, also shall inform following details by e-mail: tdirproj@Colombo.mn.gov.lk

1. Name and address of the Company
2. Contact telephone number and e-mail address

Method 02 - Collect from Town Hall Premises.

- a. Bidding document could be obtained from the office of Project Management Division of Municipal Engineer's Department, Colombo Municipal Council, Town Hall, Colombo 07 on submission of a written request during working days from 9.00 a.m. to 3.30 p.m. (or 10.00 a.m. - 15/03/2023), upon payment of non-refundable bidding document fee as stated in the tender notice for each bid to the Staff counters of Town Hall Premises.
- b. The payments has to be made on or before 10.00 a.m. on 15/03/2023.
- c. Value of unconditional on demand bid bond / security should be valid till 210 days from the date of closing bids. Bid bond/ Security shall be valid till 12/10 / 2023 Offer should be valid till 12/09/2023.
- d. The ORIGINAL duly filled sealed bidding documents with the DUPLICATE should be deposited in the Tender box kept at the Municipal Secretary's Department, Town Hall, Colombo 07 on or before 10.00 a.m. on 16 / 03 / 2023.
- e. The Tender will be closed at 10.00 a.m. on 16/03 / 2023 and bids received after closing time will be rejected and bids will be opened immediately thereafter. If this day is declared as a Public Holiday, bids will be closed at 10.00 hrs. on the following working day. The bidders or authorized representatives are allowed to be present at the opening.
- f. Detailed invitation for bids will be issued with the bidding documents. Bidders whose bids are over Rs. 50 Million should submit PCA 3 after registration with the Public Contract Register.

J. M. Dharmasekera
MUNICIPAL COMMISSIONER,
COLOMBO MUNICIPAL COUNCIL.

LIST OF BIDDING DOCUMENTS

- Invitation for bids
- Section 1-Instructions to bidders
- Section 2- Standard Forms (Contract)
- Section 3-Conditions of contract-to be purchased from ICTAD (Now CIDA) by the bidder
- Section 4-Form of Bid & Qualification Information
- Section 5-Bidding Data & Contract Data
- Section 6-Specification (may have been mentioned in drawings, Bills of Quantities also)
- Section 7- Bills of Quantities
- Section 8-Drawings
- Section 9-Standard Forms (Bid)
- Section 10-Other documents (if available)

Invitation for Bids (IFB)

Colombo Municipal Council

Proposed Renovations to Gunanda Mawatha Housing Scheme Kotahena, Colombo 13

Bid number: ME/MT/IN/28/2023

1. Municipal Commissioner, Colombo Municipal Council, on behalf of Colombo Municipal Council invites sealed bids from eligible and qualified bidders for Proposed Renovations to Gunanda Mawatha Housing Scheme Kotahena, Colombo 13 as described below and estimated to cost 5.25 Million Rupees approximate excluding price contingencies, physical contingencies and taxes. The construction comprises of new tower low construction work. The construction period for the project is 210 days.
2. Bidding will be conducted through National Competitive Bidding Procedure. Albeit the total cost estimate of this procurement is below Rs 50M, regional preference and CDBA grade preference shall apply as stipulated in Public Finance Circular No 04/2016(I) and Public Finance Circular No 04/2016(II), N003/2020 and 04/2020.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements:
 - CDBA grade C6 & C7 for Building Construction.
4. Qualification requirements to qualify for contract award include:
 - a. Bidder shall be registered at the Department of Registrar of Companies under number 3 common contract agreement act in 1987 (proof document shall be submitted with the bid).
 - b. Bidder shall have experience of at least 10 months of projects of similar nature within past 5 years. (Copies of verifying documents such as Letters of Acceptance, completion certificates, certificates on successful on-going projects etc. shall be submitted with the bid)
 - c. Bidder shall assign a qualified Civil Engineer with IESB membership and have at least 5 years' experience on projects in similar nature of work.
 - d. Bidder shall assign a qualified technical officer in a related field with experience on similar nature work for the project.
5. Interested bidders may obtain further information from Projects Management Division of Colombo Municipal Council, Town Hall, Colombo 7 (Tel: 0112692403, Fax: 0112675591) and inspect the bidding documents at the same venue on any working day except Saturdays, Sundays and Public Holidays between 9.00 hours to 15.30 hours or from CNC, Wabawa (proc.colombomc.gov.lk)
6. A complete set of Bidding Documents in English language:
 - may be purchased by interested bidders from Projects Management Division of Colombo Municipal Council, Town Hall, Colombo 7 on the submission of a written application to Municipal Commissioner, Colombo Municipal Council till 18.00 hours on 15/03/2023 from 9.00 hours to 15.30 hours on any working day except Saturdays, Sundays and Public Holidays from 9.00 hours

to 15.30 hours upon payment of a non-refundable fee of Rs. 5750.00 (including VAT). The method of payment will be in cash.

- **Download from the CBC website (www.colombocmc.gov.lk)** Non-refundable bidding document fee of Rs.5750/- for each bid can be paid by following method. It is mandatory to attach the receipt / slip with the bidding document.
 - Any People's Bank branch to credit People's Bank, Town Hall branch, Acc No: 147-1 001-6-7769425
 - Payment counters of following Municipal premises of Colombo city limit from 9.00 am. to 3.00 p.m. on work days.

District Office 04,
No: 147, High Level Road, Kandyapaya,
Colombo 06.

Drainage & Water Supply Division,
Malipakkada,
Colombo 10.

7. Sealed bids in duplicate shall be addressed to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7 and deposited in the tender box at Municipal Secretary's Department, Town Hall, Colombo 7 on or before 10.00 hours on 16/03/2021. Late bids and bids sent by post will be rejected. Bids will be opened soon after closing in the presence of the bidders or bidders' representatives who choose to attend. If this day is declared as a Public Holiday, bids will be closed at 10.00 hours on the following working day and opened immediately thereafter.

8. **Bids shall be valid till 12/09/2021.**

9. All bids shall be accompanied by unconditional no demand bid security of Rs.105, 270.00 in the form of a guarantee obtained from a reputed bank or Insurance Company in Sri Lanka. Bid security shall be valid till 12/10/2021.

10. Detailed instruction for tenders / bids will be issued with the tender / bidding documents. Bidders/Tenders whose tenders / bids are over Rs. 5.0 Million should submit PCA 3 after registration with the Public Company Registrar.

11. As per the council decision bearing No. 7312 & dated 08.06.2021, Professional fee will be charged for agreements from the selected bidder as mentioned in the table below.

Contract Price as per the agreement	Professional Fee (Excluding Taxes)
Price not specified	Rs. 10,000/-
Rs. 0/- - Rs. 500,000/-	Rs. 5,000/-
Rs. 500,000/- - Rs. 1,000,000/-	Rs. 10,000/-
Rs. 1,000,000/- - Rs. 5,000,000/-	Rs. 15,000/-
Rs. 5,000,000/- - Rs. 10,000,000/-	Rs. 25,000/-
Rs. 10,000,000/- - Rs. 50,000,000/-	Rs. 50,000/-
Rs. 50,000,000/- - Rs. 100,000,000/-	Rs. 75,000/-
Rs. 100,000,000/- - Rs. 500,000,000/-	Rs. 200,000/-
Rs. 500,000,000/- - Rs. 1,000,000,000/-	Rs. 300,000/-
Rs. 1,000,000,000/- - Rs. 5,000,000,000/-	Rs. 500,000/-

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

Section - 1
INSTRUCTIONS TO BIDDERS

Note: It is the responsibility of the bidder to comply with all the requirements given in the bidding document.

A. General

1. Scope of Bid

- 1.1 The Employer as defined in the Bidding Data invites bids for the construction of Works, as described in section 5, Bidding Data.
- 1.2 The successful bidder will be expected to complete Works by the Intended Completion Date specified in the Bidding Data.
- 1.3 Bids should be submitted in the forms available from the office given in the Bidding Data on a payment of a non-refundable fee given in the Bidding Data. Forms can be collected until the date given in the Bidding Data.

2. Source of Funds

- 2.1 Works will be financed by the source given in Bidding Data.

3. Ethics, Fraud and Corruption

- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National procurement Agency:

- 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 gains from any Procurement Actions. 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.

- 3.2 The attention of the bidders is also drawn to the Sub-Clause 59.3(g) of the Conditions of Contract (Section 7) which shall apply to any bidder.

4 Eligibility and Qualification of The Bidder

DUPLICATE

Eligibility

- 4.1 The bidder shall not be a blacklisted contractor at the time of bidding and at the time of award of contract.
- 4.2 Domestic Bidders should hold a valid registration with the Institute for Construction Training and Development (ICTAD) under the grade and specialty given in the Bidding Data, Section 5 at the time of submission of bids. To qualify for contract award the successful bidder should hold a valid registration as above at the time of award.

Qualification Requirements

- 4.3 All bidders shall provide in Section 4 -Forms of Bid and Qualification Information the information requested in the Bidding Data.
- 4.4 To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria if given in Section 5 -Bidding Data.

5. One Bid per Bidder

- 5.1 Each bidder shall submit only one Bid, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

7. Site Visit

- 7.1 The bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

B. Bidding Documents

DUPLICATE

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed below and 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 to bid
- Section 4 Form of Bid and Qualification Information
- Section 5 Bidding Data and Contract Data
- Section 6 Specifications
- Section 7 Bills of Quantities
- Section 8 Drawings
- Section 9 Standard Forms [Bid]

9 Clarification of Bidding Documents

- 9.1 A prospective bidder requesting any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated given in the Bidding Data. The Employer will respond to any such request for clarification received 10 Days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be a part of the bidding documents and shall be communicated in writing (to be acknowledged in writing) to all those who have purchased the bidding documents.
- 10.3 Prospective bidders shall be given a reasonable time of not less than 07 Days to enable them to prepare their Bids in accordance with the addenda.

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in the language stated in the Bidding Data.

**12. Documents
Comprising
the Bid**

12.1 The Bid submitted by the bidder shall comprise the following:

(A) Enclosed in the envelope marked as "ORIGINAL":

(a) The Form of Bid and Qualification Information (in the format indicated in Section 4, and Qualification Information)

(b) Bid Security or Bid-Securing Declaration as specified

(c) Bidding Data and Contract Data

(d) Specifications

(e) Drawings

(f) Priced Bills of Materials

(g) If alternative offers are invited, such offers shall contain adequate information for evaluation. However the main offer of the Contractor must conform to the bidding documents.

(h) Any other information required to be completed and submitted by bidders, as specified in the Bidding Data.

and

(B) Enclosed in the envelope marked as "COPY":

a) the Form of Bid and Qualification Information (in the format indicated in Section 4, and Qualification Information)

b) priced Bills of Materials

c) If alternative offers are invited, such offers shall contain adequate information for evaluation; and

d) any other information required to be completed and submitted by bidders, as specified in the Bidding Data.

13. Bid Prices 13.1 The Contract shall be for the whole of the Works, as described in Sub-Clause 1.1, based on the priced Bills of Quantities submitted by the bidder.

13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. 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 Bills of Quantities.

13.4 The Contract Price shall be subjected to adjustment during the performance of the Contract if provided in the Bidding Data.

14. Currencies of Bid

14.1 The unit rates and prices shall be quoted by the bidder entirely in Sri Lanka Rupens unless otherwise provided in the Bidding Data.

15. Bid Validity

15.1 Bids shall remain valid up to the date specified in the Bidding Data. A bid valid for a shorter period shall be rejected by the Employer.

15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of the Bid and bid security for the period of the extension, and in compliance with Clause 16 in all respects. If a bidder does not agree for an unconditional extension of the validity of his Bid, his Bid shall be rejected without forfeiting the bid security or executing the bid-securing declaration as appropriate.

16. Bid Security and

Bid-securing Declaration

16.1 The bidder shall furnish as part of its Bid, a bid security or a bid-securing declaration as specified in the Bidding Data in the format given in Section 9.

16.2 If a bid security is selected under 16.1 above, the bid security shall be in the amount specified in the Bidding Data and shall be valid up to the Date specified in the Bidding data, from an agency acceptable to the Employer.

16.3 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.

16.4 The bid security or the bid-securing declaration of unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security.

16.5 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 27; or

(c) if the successful bidder fails within the specified time to:

(i) sign the Contract; or

(ii) furnish the required performance security.

17. Pre-Bid Meeting

17.1 The bidder's designated representative is invited to attend a pre-bid meeting which, if convened and stated so in the Bidding Data, will take place at the venue and time stipulated in the Bidding Data. The minutes of such pre-bid meeting shall be made available to all bidders within a reasonable time prior to the closing date of the Bid. Such minutes should be included by the bidder in his Bid.

17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The bidder is requested, as far as possible, to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late.

18. Format and Signing of Bid

18.1 The bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these

Instructions to Bidders, and clearly marked "ORIGINAL". In addition, the bidder shall submit a copy of the bid, which is clearly marked as a "COPY". In the event of discrepancy between them, the original shall prevail.

18.2 The original and the copy of the Form of 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. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 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

19. Sealing and

Marking of Bids

19.1 The bidder shall seal the original and the copy of the Bid in two separate inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY".

19.2 The inner-outer envelopes shall:

- a) be addressed to the Employer at the address provided in the Bidding Data;
- b) bear the name and identification number of the Contract as defined in the Bidding Data;
- c) include the name and address of the bidder; and
- d) provide a warning not to open before the specified time and date for bid opening as defined in the Bidding Data.

19.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for

Submission of Bids

20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

20.2 The Employer may extend the deadline for submission of Bids by issuing an addendum in accordance with Clause 18, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

22. Modification

and Withdrawal

of Bids

22.1 Bidder may modify, or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified after the deadline for submission of bids.

22.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the Bidding Data or as extended pursuant to sub-clause 15.2 may result in the forfeiture of the bid security pursuant to clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the price of their bids by submitting bid modifications in accordance with this clause, or included in the original bid submission.

E. Bid Opening and Evaluation

E. Bid Opening and Evaluation

- 23. Bid Opening:** 23.1 The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' authorized representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' representatives who are present shall sign their attendance.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3 The envelope marked as "ORIGINAL" will be opened. If no envelope is marked as "ORIGINAL" the Employer may open one of the envelopes. If the required documents are available in that envelope, Employer may mark it as the "ORIGINAL" and the unopened envelope as the "COPY". If in the envelope marked as copy will remain unopened. If any of the required document is missing in the envelope opened first, the Employer may open the other envelope to search such missing information transfer such documents to one envelope and mark it as "ORIGINAL" and resealed the other envelope and mark as "COPY".
- 23.4 The bidders' names, the bid prices, or any discounts, Bid modifications and withdrawals, the presence or absence of bid security/ bid security declaration and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except late bids.
- 23.5 After announcing and completing the other procedures, the Employer shall reseal all the opened envelopes in the presence of the bidder's representatives.

24. Process to be

- Confidential** 24.1 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. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his bid.

25. Clarification of Bids

- 25.1 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 unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

26. Examination of Bids

and Determination

26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in the bidding document; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

- 26.2: A Substantially responsive bid is one which conforms in all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which limits 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; (d) a bid which proposes an alternative where not allowed to do so.

- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

- 27.1 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; and
 - 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 there is an obvious 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 shall be forfeited or bid security declaration shall be executed in accordance with Clause 16.

28. Currency for Bid Evaluation

Not used unless specified in Bidding Data.

29. Evaluation and

Comparison of Bids 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.

29.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- a) excluding provisional sums and the provision, if any, for contingencies in the Bills of Quantities, but including Dayworks, where priced competitively;
- b) making any correction for errors pursuant to Clause 27;
- c) making appropriate adjustments as described below to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5

- I. If discounts are offered to limited items it should be applicable to such items;
 - II. If the discount offered is to the total bid price as a percentage it should be applicable to all the items at the percentage discount offered, including for contingencies and provisional sum items before the contract award all rates and prices shall be adjusted to suit the discount;
 - III. If the discount offered is to the total bid price as a lump sum, such lump sum amount should be considered for evaluation and before the award of contract such lump sum amount shall be uniformly distributed to all the items, excluding for contingencies and provisional sums.
- d) making an appropriate adjustment for any other acceptable variations, deviations.
 - e) converting to a common currency if appropriate.
- 29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unbalanced benefits for the Employer will not be taken into account in bid evaluation.
- 29.4 The estimated effect of any price adjustment conditions under clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in bid evaluation.
- 29.5 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.

30. Preference for Domestic Bidders

Not used unless specified in Bidding Data.

F. Award of Contract

31. Award of Contract

31.1 Subject to procedures if provided under Sub-Clause 31.1 under Bidding Data and subject to Clause 31.2 and Clause 32 below, the 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 determined to be eligible and qualified in accordance with the provisions of the bidding document.

31.2

Even though the bidders meet the eligibility and qualification criteria specified they are subjected to disqualify if they have:

- a) made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility and qualification requirements; or
- b) participated in fraud and corrupt practice;
- c) Record of poor performance in previous contracts, such as abandoning the works, (arbitrary delays resulted in payment of liquidated damages up to the maximum limit specified in the contract etc.

32. Employer's Right to

Accept any bid and to

Reject any or all Bids

32.1

The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

33. Notification of Award

and Signing of Agreement

33.1

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")

- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 The agreement will incorporate the memorandum of understanding if any between the Employer and the successful bidder, and shall be signed by the Employer and the successful bidder, and shall be signed by the Employer and the successful bidder.
- 33.4 Upon the furnishing by the successful bidder of the performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 33.5 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will prepare the agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 33.6 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.

34. Performance Security

- 34.1 Within 14 Days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a performance security from an agency acceptable to the Employer in the form of unconditional guarantee and in the amount stipulated in the Bidding Data.
- 34.2 During the bid evaluation if the Employer found that the rate/s or amount/s quoted by the bidder is/are unreasonably low and could not furnish rational justification to the Employer, the Employer may request the bidder to furnish a performance security in an increased amount than that specified in the Bidding Data.

35. Advance Payment and Security

- 35.1 The Employer will provide an Advance Payment on the Initial Contract Price subject to maximum amount as stipulated in the Conditions of Contract, within 14 Days of the Contractor submitting an acceptable guarantee.

16. Adjudicator

06.1

The Employer shall include the name of the person to be appointed as an Adjudicator under the Contract in the Bidding Data. If the bidder disagrees with the person named, the bidder should 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 28 Days from the Letter of Acceptance.

If mutual consent is not reached or resorted to or the Adjudicator was not proposed then Adjudicator shall be appointed by the Institute for Construction Training and Development (ICTAD) at the request of either party after the expiry of 28 Days.

The Adjudicator shall be a person not associated with the project directly or indirectly and who could demonstrate impartiality and independence in his functions.

DUPLICATE

Section - 2

STANDARD FORMS [CONTRACT]

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

Note:

It is the responsibility of the bidders to comply with all the requirements given in the bidding document. Failure to non compliance with any of them may be a reason for rejection of the bid.

Notes on Standard Forms:

- Bidders shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of bidding documents.
- Bidders should not complete the Form of Agreement at the time of preparation of bids.
- The successful bidder will be required to sign the Form of Agreement, after the award of contract.
- Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.
- The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the bidders at the time of submission of bids.
- The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.

FORM OF LETTER OF ACCEPTANCE

(Letter heading paper of the procuring entity)

To: _____ *(date)*

(name and address of the Contractor)

This is to notify you that your bid dated _____ *(insert date)* for the construction and remedying defects of the _____ *(name of the Contract and identification number)* for the Contract price of _____ *(name of currency)* _____ *(amount in figures and words)* as corrected in accordance with Instructions to Bidders and / or Bidders by a Memorandum of Understanding is hereby accepted.

The adjudicator shall be _____ *(name and address of the Adjudicator, if agreed)* shall be appointed by the Institute for Construction training and Development (ICTAD).

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

The Start Date shall be: _____ *(fill the date as per Conditions of Contract)*.

The amount of performance Security is: _____ *(fill as per Conditions of Contract)*.

The performance Security shall be submitted on or before _____ *(fill the date as per Conditions of Contract)*.

Authorities Signature: _____

Name and title of Signatory: _____

Name of Agency: _____

STANDARD FORM: AGREEMENT

This AGREEMENT, made the _____ [day] day of _____ [month], 20 _____ [year] between the one part, and _____ [name and address of Employer] [hereinafter called "the Employer"] of the one part, and _____ [name and address of Contractor] (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer desires that the Contractor execute _____ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part to this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed 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:

Witnesses:

1. Name and NIC No. _____
Signature _____
Address _____

2. Name and NIC No. _____
Signature _____
Address _____

FORM OF PERFORMANCE SECURITY

(Unconditional)

_____ *(Dwelling)*
Agency's Name, and Address of Issuing Branch or Office

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ *(name of contractor)*
 (hereinafter called "The contractor") has entered into Contract No. _____
 [reference number of the contract] dated _____ with you, for _____
 _____ *(name of contract)* (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

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

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

Date: _____

ADVANCE PAYMENT GUARANTEE No: _____

We have been informed that _____ [Name of Contractor] (hereinafter called "the Contractor") has entered into Contract No: _____ [reference number of the contract] dated _____ with you, for _____ (Name of contract) [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 Intended Completion Date]

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

[Signature(s)]

FORM OF RETENTION MONEY GUARANTEE

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

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7,

Date: _____

RETENTION MONEY GUARANTEE No: _____

We have been informed that _____ *[name of Contractor]*
(hereinafter called "the Contractor") has entered into Contract No. _____
(reference number of contract) dated _____ with you for the execution of _____
_____ *[name of contract]* (hereinafter called "the Contract").

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

At the request of the Contractor, we _____ *[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)]

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/WI-1st 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, "Sawdipaya", 123, Wijerama Mawatha, Colombo 07.

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

DUPLICATE

Section - 4

**FORM OF BID AND QUALIFICATION
INFORMATION**

Form of Bid

Name of Contract: Proposed Renovation to Luitanda Mauntha Housing Scheme (Ratubona),
Colombo 13

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

Gentleman,

1. Having examined the Standard Bidding Document – Procurement of Works (ICTAD/SIB/01 – Second Edition, January 2007), Specifications, Drawings and Bills of Quantities and Billenda for the execution of the above-entitled works, we the undersigned, offer to execute and complete such Works and timely repair defect therein in conformity with the abovesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and Billenda for 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 _____ 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. Bidder 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 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 : _____

Witness Signature _____ Name, Address, MIC number: _____

Qualification Information

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

ICTAD REGISTRATION	
Registration number	(Attach copies of relevant pages from the registration book)
Grade	
Specialty	
Entry Date	
Blacklisted Contractors	
Have you been declared as a blacklisted contractor by NPA or any other Agency? (Yes/No)	
If yes provide details	
ICT Registration Number:	
Construction Program:	
Legal status:	
Value of Construction works performed in last 5 years:	(Attach copies of Certificate of Completion etc and other documents such as profit, etc and include supporting documents.)
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 _____ (Attach copies of completion of certificate etc, as usual)
Qualification and experience of Technical Staff at site	Technical 1. A qualified Civil Engineer 2. A qualified Technical Officer in Mechanical Work (Attach educational, professional, experience certificates of each person)

Section - 5

BIDDING DATA AND CONTRACT DATA

G. Bidding Data

Instructions to Bidders

Clause Reference

(1.1) The Employer is

Name: Colombo Municipal Council
Address: Town Hall, Colombo 7.

The Work consists of: Proposed Renovations to Curanda Marudaa Housing Scheme (Contract number: ME/MT/EN/28/2023) located at: Kitahena, Colombo 13

(1.2) Intended Completion Date is 210 Days from the start date.

(1.3) The office for collection of bid forms is

Project Management Division, Town Hall, Colombo 7.
 The non-refundable fee is Rs.5750.00 (including VAT)
 The bid forms will be issued till 10.00 hours 15/03/2023

(2.1) The names of bidders is Colombo Municipal Council.

(4.1) The registration required

Specialty: Building and Construction
Grade: CIDA grade C6&C7

(4.2) 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.)
- ❖ Experience in works of a similar nature within last five years
- ❖ Qualifications and experience of key site management and technical personnel proposed for the Contract.

(4.4)

a. Experience in the construction of contracts of similar nature over the last 5 years shall be 10 months.

b. Following technical & managerial Staff:

1. A qualified Civil Engineer with ICE membership and have at least 5 years experience in similar nature of work.
2. A qualified Technical Officer in a related field with experience of similar nature work.

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

Name: Director Engineering (Projects)
Address: Projects Management Division, Colombo Municipal Council, Town Hall,
Colombo 07.
Fax: 0112776639
E-mail: dlproj@colombomc.gov.lk

(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

(13.0) 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 Clause 47 of the Conditions of Contract.

(15.1) The Bid shall be valid till 12/09/2023

(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.105,270.00
- Valid until- 12/10/2023....
- 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

(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: Proposed Easwaryam in Gunananda Mawatha Housing Scheme,
Ratapana, Colombo 11

Contract no: ME/MT/EN/10/2023

(19.2) c. Bidders name & address should not be written on each envelop. That any words such as other reference on the cover or envelop identifying the name of the Bidder with change the Bid to be invalid.

- (20.1) The deadline for submission of Bids shall be till 10.00 hours on 16/01/2023.
- (24.0) 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.

Contract Data

(Please note that the Clause numbers 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 Renovation to Gumbula Mawatha Housing Scheme.
 Contract number is ME/MP/JN/20/2023.
 The Site is Located at Kotahena, 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**

(9.1) Schedule of key personnel:

Minimum persons with qualifications and experience to be defined.

1. A qualified Civil Engineer with ICEE membership and have at least 5 years experience on project in similar nature of work.
2. A qualified Technical Officer in a related field with experience of similar nature work.

(13.1) The minimum insurance cover 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 validity 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 100% of total Contract Price
- The maximum deductible for insurance of the Works and of Plant and Materials is 5% of total Contract Price

- (13)
 - The minimum cover for loss or damage to Equipment is 5% of Initial Contract Price
 - The maximum deductible for insurance of Equipment is 1% of Maximum cover.
- (14) • The minimum cover for insurances of other property (other than the site) is 5% of Initial Contract Price.
- (15) 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. 300,000.00 per event.
- (16.2) 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 validity 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 **210 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**
- (15.1) The Defect Liability Period is **365 Days**
- (19.2) Engineer may order variations in such a way that contract value of the project is not eroded.
- (47.1) The contract price is subjected to price adjustment.

Formula used to calculate price fluctuation

$$F = 1.000(V - V_{00}) + \frac{V_0 - V_0}{10}$$

$$V = (V_c + M_c) - (V_0 + M_0)$$

$$V_{in} = (V_{in} - V_{in})$$

The following elements do not consider for the Price fluctuations.

- Preliminaries

- (48.1) The retention from each payment shall be 10% of the certified work done. The limit of retention shall be 5% of the Initial Contract price.
- (49.1) The liquidated damages for the whole of the works shall be 0.05% 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 to 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.
- (53.1) 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 1 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%

Section - 6

SPECIFICATIONS

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

• 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.**

COLOMBO MUNICIPAL COUNCIL
MUNICIPAL ENGINEERS' DEPARTMENT

Issued to: _____

Form No: _____ Form No receipt No: _____

BILL OF QUANTITIES AND SCHEDULE OF RATES

Description of work: Proposed Renovations to Gallewadda MW Housing Scheme, Kotahena, Colombo - 13

Drawing No: _____

BILL NO 1 - Preliminary

Note

The pricing of this bill is optional. But, omission to price this bill will not exempt the bidder from complying with the Conditions of Contract and the cost of executing these items shall be deemed covered by the other rates and prices in the Bill of Quantities. They will be paid pro-rata according to the work done on each of the bills rendered for.

This bill provides for the typical general items complementary to the works which are required to be provided by the Contractor in compliance with the General Conditions of Contract (General obligations).

The Contractor should price item 13 for the minimum personnel stipulated in the Bill document for providing Construction Management Services above the supervisory grade.

The bidder in pricing the provision item 15 shall furnish the names and qualifications of such personnel and indicate whether they are in house or on contract, and if on contract accompany a firm commitment from the individual or the firm. Payment against provision items will be certified by the Engineer or compliance by the Contractor in the manner stated in Clause 63 of Conditions of Contract.

Page 1 of 1

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DUPLICATE

Item No.	Description	Amount (Rs)
1	Allow Lump sum for providing security guards and gunnifuda etc. (Item)	10,000
2	Allow Lump sum for providing a performance guarantee bond. (Item)	10,000
3	Provide Lump sum for Insurance of the Works, Plants and Materials in situ. (Item)	1,100,000
4	Provide Lump sum for Insurance of Equipment. (Item)	
5	Provide Lump sum for Insurance of other property. (Item)	
6	Provide Lump sum for Insurance against personal injury of: a) the Contractor's workmen, b) Contractor's employees other than workmen, c) Third party and employees of the Employer and other persons engaged by the Employer. (Item)	
7	Provide Lump sum for taking adequate precautions to minimize noise or other disturbances and for covering any claim against noise and disturbance. (Item)	
8	Provide Lump sum for taking adequate precautions to minimize any damage to existing services, structures etc. and for making good and restoring the damaged such services, structure etc. to the satisfaction of Engineer. (Item)	
9	Provide Lump sum to construct, equip and maintain temporary buildings for protection and storage of Materials and plant and work items. (Details with layout to be supplied with the Bid) (Item)	
10	Provide Lump sum to construct, furnish and maintain Contractor's office. (Details with layout to be supplied with the Bid) (Item)	

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Item No	Description	Amount (Rs)
11	Provide Lump sum to construct, furnish and maintain temporary works for Contractor's staff accommodation. (Details with Layout to be supplied with the list) (Item)	
12	Allow Lump sum for providing sanitary facilities for Workmen. (Item)	
13	Provide Lump sum to construct, furnish and maintain Engineer's housing and offices. (Details as stipulated in tender document) (Item)	
14	Provide Lump sum for diversion/alternate roads and traffic control and maintenance of same. (Item)	
15	Allow Provisional sum for construction Management services (Details of services to be provided by the Contractor should be in accordance with the minimum requirements specified in the Instructions to Bidders) (Item)	
16	Allow lump sum for provision of programmes, progress charts, cash flow forecasts, schedules, shop drawings, etc. (Item)	
17	Allow provisional sum for stamp duty in accordance with the prevailing regulations of the Government. (Item)	
18	Allow for provisional sum for giving notices, obtaining permits and the payment of fees in compliance with the requirement of the Governmental, semi Governmental, Local Authority or other Public Authorities (Item)	
19	Provide Lump Sum for setting out of the works (Item)	
20	Provide Lump Sum for supplying water for use of the works (Item)	
21	Provide Lump Sum for supplying electricity for the use of the work (Item)	

Item No	Description	Amount (R)
22	Provide Lump Sum for telephone and other services required for carrying out the works (Please specify other services - if any) (Item)	
23	Provide Lump Sum for necessary protective fencing, hoarding etc (Item)	
24	Provide Lump Sum for necessary warning notices, night lighting etc. (Item)	
25	Provide Lump sum for protecting and safe guarding the works, materials & plants against damage, trespass and carrying out tests etc.	
26	Allow provisional sum for supplying specimens & samples of materials & carrying out tests etc.	
27	Provide Lump Sum for erection of Notice Board (Item)	
28	Allow provisional sum for erection of Project Name Boards as per detail sketch.	
29	Provide Lump Sum for removal of all rubbish & debris and clearing up site on completion, leaving all in good order & handing over (Item)	
30	Provide Lump sum for providing facilities and services and sharing the site with other contractors, public authorities, utilities and the Employer (Item)	
31	Allow Lump sum for complying with Conditions of Contract not specified above (Item)	
	Total carried over to Summary	

BILL OF QUANTITIES FOR PROPOSED RENOVATIONS TO GUNANANDA MAWATHA HOUSING SCHEME, KOTAHENA, COLOMBO 13

Item	Description	Qty.	Unit	Rate Rs.	Amount Rs.
	BILL NO. C				
	DEMOLITION				
	Note:				
	1. Prior to do pricing the Contractor is advised to do a detail inspection of the site related to all items mentioned under Bill No. C				
	Rates shall be included for				
	1. Carrying away debris for the items under demolishing				
	2. Temporary support incidental to demolitions				
	3. Disconnection or plugging water, sewer and waste water connections and making good all damages to walls and floor etc. (Rate to be included necessary con. & cement & sand mortar)				
	4. All wall surfaces should be make good after demolishing walls, removing door and window frames.				
	5. Rate should include for required scaffolding				
C.1	Purchasing of reusable items by the contractor (Contractor has to offer a price for this material as negative)		Item		
	Removing existing damaged wall plaster in following items				
C.2	In ground floor (provisional quantity)	50.00	m ²		
C.3	In first floor (provisional quantity)	50.00	m ²		
C.4	In 2 nd floor (provisional quantity)	50.00	m ²		
C.5	Removing existing pre cast stair panel size 0'0" x 10'0" mm new stair cover 115 and 117 flats	20	m		
C.6	Removing existing 100mm dia. cast iron pipes	250.00	m		
C.7	Removing existing concrete run shade in ground, first and second floors (size 0'-11" x 2'-4")	30.00	m		
C.8	Removing existing 750mm high damage balcony guard wall (4m in each floor) in Flat 112	8.00	m		
C.9	Removing existing pre cast concrete water tank over stair case in 115 flat	02	m		
C.10	Removing existing pre cast concrete water tank over stair case in 121 flat	06	m		
C.11	Removing existing damaged soffits of existing slab over stair case	25.00	m ²		
	Total carried over to summary				

Item	Description	Qty.	Unit	Rate Rs.	Amount Rs.
	<p>BILL NO. F</p> <p>CONCRETE WORK</p> <p>F1 - INSITU CONCRETE</p> <p>Note:</p> <p>Rates shall be included for</p> <ol style="list-style-type: none"> 1. Mixing, handling, hoisting and depositing into position. 2. Packing around reinforcement and vibrating. 3. Curing and clearing as specified. 4. Ready mixed concrete should include pumping charges. <p>Cement concrete grade 20 (20mm aggregate) for the following items.</p>				
F1.1	<p>Roof slab on staircase in Flat 115 with 100 dia 100mm high concrete curb around the slab with 2 nos 75mm dia PVC drain outlet.</p> <p>F2 - FORM WORK</p> <p>Note:</p> <p>Quality of the form work should be approved by the engineer prior to erection. Shuttering should be 15 mm thick plywood.</p>	1.00	sqm		
F2.1	<p>4 sides of Roof slab on staircase in Flat 115.</p> <p>F3 - REINFORCEMENT IN INSITU CONCRETE</p> <p>Note:</p> <p>Rates shall be included for</p> <ol style="list-style-type: none"> 1. Cleaning, cutting, bending, fabricating with gauge 18 binding wire and placing in position. 2. Hoisting and supporting including temporary fixing supports, hinges, binding wire spacers & for steel stools which is required for the proper completion of the work. 3. Providing all necessary laps. 4. Pre-cast cement concrete blocks should be same grade of concrete with 5mm aggregate. 5. Plain rounded Mild steel of characteristic strength 250 N/mm² to IS4445. 6. High Yield steel of characteristic strength 480 N/mm² to IS4445 & 4451. 	2.00	sqm		

Item	Description	Qty	Unit	Rate Rs	Amount Rs
F3.1	<p>High-yield bar steel bars diameter 4.8 10mm. in following items.</p> <p>Roof slab on staircase in Flat 115.</p>	180.00	kg		
	Total carried over to summary				
	BILL NO G				
	MASONRY WORK				
	G1. BRICK WORK				
	1:1:6cm the common brick wall in 1:2 cement and sand mortar in following:				
G1.1	In first floor	4.00	m ²		
G1.2	In second floor	4.00	m ²		
G1.3	<p>supply and fix precast cement grill to the existing openings in stair well at 115 and 117 flats. Cement grill should be match the existing cement grille in landing of flat 115.</p>	25.00	m ²		
	Total carried over to summary				
	BILL NO H				
	WATER PROOFING				
	Note:				
	<p>The water proofing contractor (or sub contractor) should be a registered specialist contractor of the ICYAD in the category of water proofing.</p>				
	<p>The contractor shall submit a written warranty of at least 2 year to cover on the quality of the material, suitability of the material for the situation and the workmanship including water tightness.</p>				
	<p>The water proofing material shall conform to relevant British, Euro or ASTM specifications.</p>				
	<p>Rate should include for cleaning of Existing Roof slab surface thoroughly with wire brush and high pressure water jet.</p>				

Item	Description	Qty.	Unit	Rate	Amount
	1/2" thick Rendering to the top surface of the roof top with cement and sand 1:3 finished smooth to a slope of 1:80 and treated with two coats single layer elastomeric waterproofing (polyethylene) on the sloping slab, including ponding test for 60min water keep for a period of 48 hours for horizontal surface on roof top of flat 115, 117 and 121				
H.1	In roof top Flat 121 (provisional quantity)	50.00	m ²		
H.2	In roof top Flat 115 (provisional quantity)	28.00	m ²		
H.3	In roof top Flat 117 (provisional quantity)	28.00	m ²		
	Total carried over to summary				
	BILL NO. P				
	ROOF AND SOFF PLUMBING				
P.1	Fabricating and fixing of 750mm wide 1820mm long ZMS canopy including steel frames (with 40mm GI box bars 2mm thick) as per detail over the openings of Flat 121. Rate should include for fabrication, erection, fixing and scaffolding. Fixing should be done with 6mm galvanized anchor bolts.	36.00	sq		
P.2	Supplying and laying corrugated asbestos sheets on existing cuttings with necessary hooks (provisional quantity)	30.00	m ²		
P.3	Supply and fixing of 70mmx117mm timber (structural class) with required nails and brackets. Rate should include for application of wood preservatives (provisional quantity)	10.00	m		
	Total carried over to summary				
	BILL NO. Q				
	PLUMBING AND SANITARY INSTALLATION				
Q.1	Supplying and installing of 1000 R water tank including hoisting in position and necessary fittings/valves etc (For 115 and 121 flats)	00	lit		
Q.2	Supply & fix by 60 mm dia. PVC Type 900 waste pipes (approx)	25.00	m		
Q.3	Supply & fix by 40 mm dia. PVC Type 900 waste pipes (approx)	40.00	m		
	Total carried over to summary				

Item	Description	Qty.	Unit	Rate	Amount
				Rs.	Rs.
	BILL NO: T				
	FLOOR WALL AND CEILING FINISHES:				
	T1 - FLOOR FINISHES				
	12mm thk 1:3 cement and sand rendering in defected areas and stair ways in three flats				
T1.1	In ground floor (provisional quantity)	55.00	m ²		
T1.2	In 1 st floor (provisional quantity)	45.00	m ²		
T1.3	In 2 nd floor (provisional quantity)	40.00	m ²		
	T2 - WALL AND CEILING FINISHES				
	15mm thick wall plastering with cement and sand mortar 1:5 in removed area and both side of new wall for the following items.				
T2.1	In ground floor (provisional quantity)	00.00	m ²		
T2.2	In 1 st floor (provisional quantity)	00.00	m ²		
T2.3	In 2 nd floor (provisional quantity)	00.00	m ²		
	Total carried over to summary				
	AC - CONCRETE STRUCTURAL REPAIRS				
	<p>Note:</p> <p>1. Cleaning of exposed reinforcement and preparing the surfaces as per manufacture's specifications</p> <p>2. Applying two coats of corrosion resistant primer of "EMARCO ZINC SP" or Approved equivalent to the area of exposed reinforcement before plastering.</p> <p>Plastering with high strength, shrinkage compensated fiber reinforced, structural repair mortar of "EMARCO NANOCRETE R4" or equivalent in the area of exposed reinforcement in slffit cdf slab in following items</p>				

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Item	Description	Qty	Unit	Rate Rs	Amount Rs
	Repairing with setting of spalled out or cracked concrete slab beam area including Chipping at about 10 mm beyond the inner surface of the reinforcement to form a regular shape as far as to expose the sound concrete & all corroded reinforcements. Cleaning the reinforcement using two coats of Rust Remover. Applying Protection coat for the reinforcement. Applying an epoxy bonding agent used to bond the fresh concrete to hardened concrete. Reconcreting with repair mortar (MasterEmaco B 5400 or approved equivalent). Applying one coat of concrete curing agent. Applying two coats of high performance anti-alkalination coating for the following items.				
AC.01	Softs of roof slab on stair case in Flat 121 (provisional quantity)	2.00	m ²		
AC.02	Softs of roof slab in Flat 115 (provisional quantity)	2.00	m ²		
AC.03	softs of roof slab in place 111 (provisional quantity)	5.00	m ²		
	Total carried over to summary				
	BILL NO V				
	PAINTING				
V.1	Painting external exposed walls with two coats of approved quality and color water proofing paint in new walls including preparation of surfaces.	25.00	m ²		
V.2	Painting internal walls in common areas/stair case) with two coats of approved quality and color emulsion paint including preparation of surfaces.	225.00	m ²		
	Total carried over to summary				
	BILL NO W				
	DRAINAGE SYSTEMS				
	Note:				
	1. The work should be carried out by a contractor licensed by the CMC and in accordance with the regulations of the CMC for soil drainage.				
	2. The gauge of pipes to be 800 (mm).				

DUPLICATE

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Item	Description	Qty.	Unit	Rate Rs	Amount Rs
	1. Rate shall be inclusive of bends, valves, reduces joints, and caps etc. necessary for the installation of service.				
W1	Supply & lay 45 mm dia. PVC Type 500 waste pipe (approx)	25.00	m.		
W2	Supply & lay 85 mm dia. PVC Type 600 waste pipe (approx)	40.00	m.		
W3	Supply & lay 110mm dia. PVC type 800 sewer pipe to necessary places (provisional quantity)	60.00	m.		
W4	Allow for cleaning waste pipes and sewer pipes and man holes	Item			



BILL OF QUANTITIES FOR PROPOSED RENOVATIONS TO GUNANANDA MAWATHA HOUSING SCHEME, KOTAHENA, COLOMBO 13

SUMMARY

BILL NO	DESCRIPTION	AMOUNT RS.
BILL NO. 01	PRELIMINARIES	
BILL NO. F	DEMOLITION	
BILL NO. C	CONCRETE WORK	
BILL NO. G	MASONRY WORK	
BILL NO. H	WATER PROOFING	
BILL NO. P	ROOF AND ROOF PLUMBING	
BILL NO. Q	PLUMBING AND SANITARY INSTALLATION	
BILL NO. T	FLOOR/WALL AND CEILING FINISHES	
BILL NO. AC	CONCRETE STRUCTURAL REPAIR	
BILL NO. V	PAINTING	
BILL NO. W	DRAINAGE SYSTEMS	
	SUB TOTAL	
	ADD 10% CONTINGENCIES	
	ADD 20% CONTINGENCIES FOR PRICE FLUCTUATION	
	TENDER PRICE (BID PRICE)	
	ADD 18% VAT	
	FINAL COST (WITH TAXES)	

SIGNATURE OF TENDERER _____

DATE:

Section -B
DRAWINGS

SECTION 9
STANDARD FORMS (BID)

Note:

It is the responsibility of bidders to comply with all the requirements given in the bidding document. Failure to non-compliance with any of the may be a reason for rejection of the bid.

Notes on Standard Forms:

- Bidders shall submit the completed form of bid security/Bid Securing Declaration as appropriate in compliance with the requirements of 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 into the Agreement.
- The Form of Performance security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the bidders at the time of submission of bids.
- The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.

FORM OF BID SECURITY

_____ { insert (by issuing agency's name, and address of issuing branch or office)

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

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 improvements to _____ {insert name of contract}for bids No. _____ {insert reference number of the bid}.

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 on 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 _____

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

_____ {signature(s) and name(s) of authorized representative(s)}

SECTION 10
Other documents

FORM OF BID SECURITY

_____ { insert Issuing Agency's name, and address of issuing branch or office }

Beneficiary: **Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7.**

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 improvements to _____ {insert name of contract} for Bids No. _____ {insert reference number of the bid}.

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 sums 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 ITR"); 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 ITR.

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 expiry of the successful bidder furnishing the performance security, otherwise it will remain in force up to _____

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

_____ {signature(s) and name(s) of authorized representative(s)}