

Invitation for Bids (IFB)

Colombo Municipal Council**Desilting of Existing Storm Water Line Avarihena Road to Open University****Bid number: ME/ME/DR/63/2023**

1. Municipal Commissioner, Colombo Municipal Council, on behalf of Colombo Municipal Council invites sealed bids from eligible and qualified bidders for **Desilting of Existing Storm Water Line Avarihena Road to Open University** as described below and estimated to cost 4.45 Million Rupees approximate excluding price contingencies, physical contingencies and taxes.
The construction comprises of Desilting of Existing Storm Water Line. The construction period for the project is **180 days**.
2. Bidding will be conducted through National Competitive Bidding Procedure. Since the total cost estimate of this procurement is below Rs 50Mn, regional preference and CIDA grade preference shall apply as stipulated in Public finance Circular No 04/2016(iv) and Public finance Circular No 03/2020
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements.
CIDA grade C7, C8 & C9 for Storm Water Disposal and Land Drainage
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 6 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 IESL 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 CMC Website (www.colombo.mc.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 10.00 hours on 18.10.2023** 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

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hours upon payment of a non-refundable fee of Rs. 5,750.00 (including VAT). The method of payment will be in cash or

- **Download from the CMC website** (www.colombo.mc.gov.lk). Non-refundable bidding document fee of Rs.5,750/- 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: 167-1-001-6-3169425.
 - Payment counters of following Municipal premises of Colombo city limit from 9.00 a.m. to 3.00 p.m. on week days.

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

Drainage & Water Supply Division,
Maligakanda,
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 19.10.2023** 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 16.04.2024**
9. All bids shall be accompanied by unconditional on demand **bid security of Rs.110,000.00** in the form of a guarantee obtained from a reputed Bank or Insurance Company in Sri Lanka. **Bid security shall be valid till 16.05.2024**
10. As per the council decision bearing No. 3631 & dated 03.03.2023, Professional fees will be charged for agreements from the selected bidder as mentioned in the table below.

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Contract Price as per the agreement	Professional Fee (Excluding Taxes)
Price not specified	Rs. 15,000/-
Rs. 0 - Rs. 500,000/-	Rs. 10,000/-
Rs. 500,001/- - Rs. 1,000,000/-	Rs. 15,000/-
Rs. 1,000,001/- - Rs. 5,000,000/-	Rs. 20,000/-
Rs. 5,000,001/- - Rs. 10,000,000/-	Rs. 30,000/-
Rs. 10,000,001/- - Rs. 50,000,000/-	Rs. 75,000/-
Greater than Rs. 50,000,000/-	0.5% of Total Price

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

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)

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Section - 1

INSTRUCTIONS TO BIDDERS .

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

A. General

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.

Source of Funds

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

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 gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/ contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The attention of the bidders is also drawn to the Sub-Clause 59.2(g) of the Conditions of Contract (Section 3) which shall apply to any bidder.

**Eligibility and
Qualification of
the Bidder**

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 -Form 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.

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.

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.

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

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 requiring 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 indentifying its source.

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.

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C. Preparation of Bids

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

**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 Quantities

(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 Quantities

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.

- 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.

Currencies of Bid

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

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 declaring as appropriate.

Bid Security and

Bidding 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.

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.

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

- 19.1 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.

20.2 The Employer may extend the deadline for submission of Bids by issuing an addendum in accordance with Clause 10, 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.

Late Bids

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

Modification

Withdrawal

ids

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

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- 3.1 **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 required documents are available in that envelope, Employer may mark it as the "ORIGINAL" and the unopened envelope as the "COPY". If so 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.

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.

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.

Examination of Bids

I Determination

Responsiveness 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 to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which 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.