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(a) made misleading or false representation in the forms, statement and attachments submitted in proof of the eligibility and qualification requirements; or

(b) shall not be a contractor defaulted by [Department Public Finance] for domestic Contractors and other recognized authority for foreign bidder at the time of Bidding and at the time of award of contract.

33 Employer's Right to Accept any Bid and to Reject any or all Bids

33.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to Acceptance 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 unless otherwise stated in Bidding Data.

34 Notification of Award and signing of Agreement

34.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder that its Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Accepted Contract Amount").

34.2 The issuance of Letter of Acceptance will constitute the formation of the Contract.

34.3 Upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 35, the Employer will promptly notify the name of the successful Bidder to each unsuccessful Bidder and will discharge the Bid Security of the unsuccessful Bidders, pursuant to ITB Clause 17.

34.4 The Employer will send to the successful Bidder, the Contract Agreement in the form provided in the Bidding Documents, incorporating all memorandums of understanding (if any) signed between the Employer and the successful bidder and all the other Contract documents.

34.5 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 Letter of Acceptance unless otherwise agreed.

35 Performance Security

35.1 Within 14 Days of receipt of the Letter of Acceptance, the successful Bidder shall furnish to the Employer a Performance Security in the amount specified in the Bidding Data in the form given in the Bidding Data or some other form acceptable to the Employer.

35.2 Failure of the successful bidder to comply with the requirements of Clauses 34 or 35 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked bidder.



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- 35.3 During the bid evaluation if the Employer found that the rate/s amount/s quoted by the bidder is/ are unreasonably low and would not furnish rational justification to the Employer, the Employer may request the bidder to furnish a Performance Security is an increased amount than that specified in the Contract Data.
- 36 **Advance Payment & Security** 36.1 The Employer shall provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount of 20% of the Accepted Contract Amount, unless otherwise stated in the Bidding Data, within 14 days of the Contractor submitting an acceptable guarantee and upon submission of Performance Security.
- 37 **Dispute Board** 37.1 The Employer and the Contractor shall appoint the Dispute Board within 35 days from the Commencement Date as provided for in the Contract. Dispute Board may be a single member or a three member board.

If the Employer and the Contractor fails to agree on the appointment of the Dispute Board, then the Construction Industry Development Authority (CIDA), as the appointing entity under the provisions under Construction Industry Development Act, No.33 of 2014, shall upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member(s) of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity.

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



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Section - 2

BIDDING DATA

Note:

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

Instruction to Bidders will not be a part of the Contract and will cease to have effect once Contract is signed

Note :

The Bidding Data included herein are Samples only. The Employer shall fill the necessary information and include them as Section 2 in Volume 2 before issuing the Bidding Documents.

BIDDING DATA



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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: Balance Work of the Norris Canal Development Project
(Contract number ME/ME/DR/56/2023)

(1.2) The Time for Completion for the whole of works shall be **365 Days** from the start Date.

(2.1) The source of funds is: **Ministry of Urban Development and Housing Facilities**

(3.1,3.2,4.1) Qualification Information of the bidder :

(a) A statement that the bidder (including his intended sub -contractors and in the case of a joint venture, all its partners) is not associated directly or indirectly in the preparation of the Bidding Document.

(b) Registration with CIDA*

Registration number

Grade

Specialty

Expiry Date

(c) VAT registration number*

(d) Attach construction programme

(e) Attach authentication for signatory

(f) Total monetary value of construction work performed for each of the last five years*

(g) Experience in works of similar nature and size for each of the last five years*

(h) Construction equipment*

(i) Staffing *

(j) Attach work plan and methods;

(4.2) (a) The registration required

Specialty: **Storm water disposal and land drainage**

Grade: **CIDA grade C3 or C2**

Expiry Date:

(4.2) (b) Average annual volume of construction work performed Within last 5 years shall be at least Rs. 150 million.

(4.2) (c) Essential equipment:

Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment shall be;

Type	Capacity
1.
2.
3.
4.

(4.2) (d) Qualifications and experience of the resident construction management staff:

Following technical & managerial Staff:

1. A qualified Civil Engineer with IESL membership and have at least 5years experience on project in similar nature of work.

2. A qualified Technical Officer in a related field with experience of similar nature work.

Experience in the construction of contracts of similar nature over the last 5 years shall be 12 months.

(4.2) (e) Liquid assets and/or credit facilities required:

The minimum amount of liquid assets and/or credit facilities currently available, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, shall be not less than Rs 48 million

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

Name of the Officer: Director Engineering (Drainage)

Address: Drainage & Water Supply Division, Colombo
Municipal Council, Town Hall, Colombo 07.

Fax: 0112674809

E-mail: dirdws@colombo.mc.gov.lk

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

(13.8) The Contract is subjected to price adjustment

(16.1) The Bid shall be valid upto 16.04.2024

(17.1) Amount of Bid Security:

The amount of Bid Security is Sri Lanka Rupees: 3,000,000.00
Issued by a reputed Bank or Insurance Company registered to undertake businesses in Sri Lanka using the form for bid security (unconditional on demand guarantee) included in Section 9, Standard Forms.

(17.2) Validity of Bid Security:

The Bid Security shall be valid up to **16.05.2024**

(19.1) Pre- Bid meeting

Pre-Bid meeting will be held/ will not be held. Venue, time, and date of the pre-Bid meeting

Date: 05.10.2023.

Time: 10.30 a.m.

Venue: Drainage and Water Supply Division, Maligakanda, Colombo 10

(21.2(a)) Employer's Address for Bid submission:

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

(21.2(b)) Identification number of Contract:

Contract name: Balance Work of the Norris Canal Development Project
Contract no: ME/ME/DR/56/2023

(22.1) Deadline for submission of Bids:

The deadline for submission of Bids shall be till 10.00 hours on 19.10.2023

(25.1) Bid opening:

Venue, time, and date of Bid opening

Venue : **Municipal Secretary's Department, Town Hall, Colombo 7.**

Time: **10.00 a.m.**

Date: **19.10.2023**

(35) Amount of Performance Security:

The amount of performance security shall be 5% of the of the Accepted Contract Amount.

The Performance Security Shall be valid until 28 days beyond the Defect Notification Period

Section – 3**CONDITIONS OF CONTRACT**

Conditions of Contract that will be applicable for this contract is that given in section – 3 of Standard Bidding Document – Procurement of Works (Major Contracts) - CIDA/SBD/102 (Major) issued in March 2023 by the Construction Industry Development Authority, “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.



This CIDA-SBD 02 is issued to this particular “Identified Construction Work” (ICW) under appended QR code, and duplicate use in other ICWs will be an offence.

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Section - 4a

PARTICULAR CONDITIONS OF CONTRACT, Part A-CONTRACT DATA**Note :**

This section shall be read in conjunction with Section 3 - Conditions of Contract, and is intended to provide specific information in relation to corresponding Clauses in Section 3. Whenever there is a discrepancy, the provisions in Section 4 - Contract Data shall supersede those provided in the Section 3 - Conditions of Contract.

Note :

The Contract Data included herein are Samples only. The Employer shall fill the necessary information and include them as Section 4 in Volume 2 before issuing the bidding documents.

PART A-CONTRACT DATA



This CIDA -SBD 102 is issued to this particular "Identified Construction Work" (ICW) under appended QR code, and duplicate use in other ICWs will be an offence.

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Contract Data

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

(1.1.2.2&1.3) The Employer is

Name: Colombo Municipal Council

Address: Town Hall, Colombo 7.

E-mail:

Facsimile:

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

(1.1.2.4&1.3) The Engineer is

Name : Deputy Municipal Commissioner (Engineering Services)

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

E-mail:

Facsimile:

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

(1.1. 3.3) Time for Completion of the Works

Time for Completion is **365** days

(1.1.3.7) Defects Notification Period

Defects Notification Period is **365** days

(2.1) Right to access to the Site

7 days after the Commencement Date

(3.1) Engineer's Duties and Authority

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

(a) Clause 13 where the final effect of the variations increase the contract price

(4.2) Amount of Performance Security

5 % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable. The acceptable form is unconditional on demand and of the Initial Contract Price. This security shall be unconditional on demand and valid till 28 days beyond the intended completion date or any extended intended completion date. Contractor shall extend the validity of performance security for any extension of intended completion date without any notification by the employer. Employer shall demand the performance

security for such failure of the contractor to extend its validity without any notification to the contractor.

(8.1) Commencement of Works

The Commencement date shall be within **14** days from the issuance of the Letter of Acceptance.

(8.7) Delay damages shall be LKR **5000.00** per day

(8.7) Maximum amount of delay damages shall be **10%** of the Accepted Contract Amount

(13.5(b)(ii)) Attendance Works by the Contractor

The attendance work shall include:

Item in appropriate schedule	Attendance works
1.....
2
3

(13.8) The contract price is subjected to price adjustment

Formula used to calculate price Fluctuation

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

$$V = (V_c+M_c) - (V_p+M_p)$$

$$V_{na} = (V_{nac} - V_{nap})$$

The following elements do not consider for the Price fluctuations.

- Preliminaries
- Provisional sum items
- Contingencies
- Variations and extra works

(14.2) Total Advance Payment

20 % of the Accepted Contract Amount excluding provisional sums and contingencies.

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.

(14.3(c)) Percentage of Retention

Percentage of retention shall be **10%** of estimated contract value of the Works executed.

(14.3(c)) Limit of Retention Money

5 % of the Accepted Contract Amount

14.6 Minimum amount of Interim Payment Certificates

Minimum amount of Interim Payment Certificates shall be Rupees **3% of the Contract Amount**

18.1 Period

365 Days

18.2 Third Party Insurance

This Amount of insurance per occurrence is: **LKR 1,000,000.00**

SECTION 5
STANDARD FORMS (CONTRACT)

Notes on Standard Forms:

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

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 preparation of bids. The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.



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LETTER OF ACCEPTANCE

[All italicized text and any enclosing square bracket is for use in preparing the form and should be deleted from the final product]

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

This is to notify you that your Bid dated [insert Date] for execution of the.....(Name of the Contract and identification number, as given in the Contract Data) for the Accepted Contract Amount of the equivalent of..... (Amount in figures and words).....(Name of currency), as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by (insert name of Employer).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the performance Security Forms included in the annexes to the Particular Conditions.

Unless and until formal Agreement is prepared and executed, this Letter of Acceptance together with your Bid shall constitute a binding Contract between us.

Authorized Signature :

Name and Title of Signatory :

Name of Agency :

AGREEMENT

This agreement made theday of between of (hereinafter "the Employer"), of the one part, and of (hereinafter "the Contractor"), of the other part; Whereas the Employer desires that the Works titled.....[insert the title of the Contract] should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of the Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority.

- (i) this Agreement.
- (ii) the Letter of Acceptance
- (iii) Memorandum of Understanding (if any)
- (iv) the Letter of Bid
- (v) the addenda numbers(if any)
- (vi) the Particular Conditions –Part A (Contract Data)
- (vii) the Particular Conditions –Part B (Special Provisions)
- (viii) the General Conditions
- (ix) the Specifications
- (x) the Drawings, and
- (xi) the completed Schedules

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

In witness whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic Sri Lanka on the day, month and year indicated above.

.....
Authorized signature of Contractor

SEAL

In the presence of
Witnesses:

Name and NIC No.....
Signature.....
Address.....

Name and NIC No.....
Signature.....
Address.....

.....
Authorized signature of Employer

SEAL

Name and NIC No.....
Signature.....
Address.....

Name and NIC No.....
Signature.....
Address.....

FORM OF PERFORMANCE SECURITY – ON DEMAND GUARANTEE

Title of the Contract: Balance Work of the Norris Canal Development Project

Name and address of Employer: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

We have been informed that ----- (hereinafter called the "Contractor") is your contractor under such Contract, which requires him to obtain a Performance Security.

At the request of the Contractor, we ----- (*name of the Guarantor*) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of ----- [*insert amount in figures*] (-----). [*insert amount in words*],

(the 'guaranteed amount'), upon receipt by us of your demand in writing and your written statement (in the demand) stating:

- (a) that the Contractor is in breach of his obligation(s) under the Contract, and
- (b) in which respect the Contractor is in breach.

Following the receipt by us of an authenticated copy of the Taking Over Certificate for the whole of the Works or when the Taking Over Certificate is deemed to have been issued under Sub Clause 10.1 of the Conditions of Contract, such guaranteed amount shall be reduced by 50% vide Sub Clause 4.2 and we shall promptly notify you that having satisfied ourselves of the above, we have reduced the guaranteed amount accordingly.

Any demand for payment and your written statement (in the demand) must contain your authorized signature(s) and must be received by us in this office on or before ----- [*insert the date 28 days after the expected expiry of the Defects Notification Period for the Works*], that the aforementioned balance had this guarantee shall expire. On expiry of the guarantee it shall be returned to us.

We have been informed that the Employer may require the Contractor to extend this guarantee if the Performance Certificate under the Contract has not been issued or not deemed to have been issued under Sub Clause 11.9 of Conditions of Contract by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement (in the demand) that the Performance Certificate has not been issued, or deemed to have been issued for reasons attributable to the Contractor, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of the Democratic Socialist Republic Sri Lanka

Date ----- Signature(s) -----

FORM OF ADVANCE PAYMENT GUARANTEE

Title of the Contract: Balance Work of the Norris Canal Development Project

Name and address of Employer: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

We have been informed that ----- [*hereinafter called the 'Contractor'*] is your Contractor under the above stated Contract and he wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Contractor, we [*name of the guarantor*] hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of

..... [*insert amount in figures*], (.....) [*insert amount in words*], (the 'guaranteed amount') upon receipt by us of your demand in writing and your written statement (in the demand) stating:

- (a) that the Contractor has failed to repay the advance payment in accordance with the Conditions of the Contract, and
- (b) the amount which the Contractor has failed to repay.

This guarantee shall become effective upon receipt (of the first instalment) of the advance payment by the Contractor. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to the Employer, as evidenced by the payment certificates issued by the Engineer.

Any demand for payment must contain your authorized signature(s). The authenticated demand and statement (in the demand) must be received by us in this office on or before [*insert the date 28 days after the expected expiry of the Time for Completion*] (the 'expiry date'), when this guarantee shall expire. On expiry of the guarantee it shall be returned to us.

We have been informed that the Employer requires the Contractor to cause this guarantee to be extended if the advance payment has not been repaid by the date 14 days prior to the above stated expiry date. We undertake to pay you the amount not repaid by the Contractor upon receipt by us in this office, within such period of 28 days, of your demand in writing and your written statement (in the demand) that the aforementioned balance advance payment has not been repaid and that is guarantee has not been extended.

This guarantee shall be governed by the laws of the Democratic Socialist Republic Sri Lanka

Date -----

Signature(s) -----

FORM OF RETENTION MONEY GUARANTEE

Title of the Contract: Balance Work of the Norris Canal Development Project

Name and address of Employer: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

We have been informed that ----- (hereinafter called the 'Contractor') is your Contractor under the above mentioned Contract and wishes to receive early payment of (part of) the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Contractor, we[*name of the guarantor*] hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of[*insert amount in figures*](.....)[*insert the amount in words*] (the 'guaranteed amount'), upon receipt by us of your demand in writing and your written statement (in the demand) stating:

- (a) that the Contractor has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
(b) the nature of such defect(s)'

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Contractor by you, as evidenced by your notices issued under sub-clause 14.6 of Conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your authorized signature(s). The authenticated demand and statement (in the demand) must be received by us at this office on or before.....[*insert the date*

28 days after the expected expiry of the Defects Notification Period for the Works] (the 'expiry date'), when this guarantee shall expire. On expiry of the guarantee it shall be returned to us.

We have been informed that the Employer may require the Contractor to extend this guarantee if the Performance Certificate under the Contract has not been issued or, not deemed to have been issued under Sub Clause 11.9 of the Conditions of Contract by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the Performance Certificate has not been issued, for reasons attributable to the Contractor, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of the Democratic Socialist Republic Sri Lanka.

Date -----

Signature(s) -----

Section 6

SPECIFICATIONS

DUPLICATE

SPECIFICATIONS



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Section 7

LETTER OF BID

LETTER OF BID



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Letter of Bid

Name of Contract: Balance Work of the Norris Canal Development Project

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

Gentlemen:

1. Having examined the Bidding Document – including the Conditions of Contract Specifications, Drawings and Bill of Quantities and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bill of Quantities,
and addenda nos for the sum of Sri Lankan Rupees
..... (LKR.....)
or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Particular Conditions part A-Contract Data & Part B-Special Provisions form part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid until the date specified in ITB Clause 16, and it shall remain binding upon us and may be accepted at any time before that date.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. We certify/confirm that we comply with the requirements as per ITB Clauses 3 and 4 of the Bidding Documents.

Dated this day of 20

Signature in the capacity of

duly authorized to sign bids for and on behalf of

.....
[in block capitals or typed]

Name

Designation

Address

Witness

Seal