

Section - 5

BIDDING DATA AND CONTRACT 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: Construction of Storm Water Drain for Bid number: ME/ME/DN/21/2022 located at: St. Jude Lane, Farm Road, Mattakkuliya, Colombo 15

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

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

Projects Management Division, Town Hall, Colombo 7.

The non-refundable fee is Rs.5600.00 (including VAT)

The Bid forms will be issued **till 10.00 hours on 11.07.2022**

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

(4.2) The registration required

Specialty: **Storm Water Disposal and Land Drainage**

Grade: **CIDA grade C5 & C6**

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

- ❖ CIDA Registration;
Registration number
Grade
Specialty
Expiry Date

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

(4.4) * Average annual volume of construction work performed Within last 5 years shall be Rs. 29.8 Million.

Experience in the construction of contracts of similar nature over the last 5 years shall be 09 months.

* Following technical & managerial Staff:

1. A qualified Civil Engineer with IESL 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.

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* The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than Rs.5 Million.

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

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

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

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

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

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

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

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

(15.1) **The Bid shall be valid till 08.01.2023**

(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 342,000.00**
- **Valid until 07.02.2023**
- 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.

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(17.0) Pre- Bid meeting – **Not Applicable**

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

(19.2) **b.** Contract name: Construction of Storm Water Drain at St. Jude Lane, Farm Road,
Mattakkuliya, Colombo 15
Contract no: ME/ME/DN/21/2022

(19.2) c. Bidders name & address should not be written on each envelop. That any words mark or other reference on the corner 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 12.07.2022

(34.0) The performance security shall be **5%** of the Initial Contract Price mentioned in the Letter of Acceptance or as per the Public Finance Circular 03/2020(i) v. dated 11.01.2021

(36.0) The process of appointment of the Adjudicator shall be executed in accordance with the conditions of contract at a date during the contract when parties agree such an appointment is worthwhile.

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

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Contract Data

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

- (1.0) The Employer is
- Name: Colombo Municipal Council
Address: Town Hall, Colombo 7.
Name of Authorized Representative: Municipal Commissioner, Colombo Municipal Council.
- (1.0) The Engineer is
- Name : Deputy Municipal Commissioner (Engineering Services)
Address : Municipal Engineers' Department, Colombo Municipal Council, Town Hall, Colombo 7.
Name of Engineer's Representative: Director Engineering (Projects), Colombo Municipal Council.
- (1.0) The works consists of Construction of Storm Water Drain. Contract number is ME/ME/DN/21/2022
The Site is Located at St. Jude Lane, Farm Road, Mattakkuliya, Colombo 15
- (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**
- (7.1) The contractor may subcontract with approval of Engineer for the work of both structural protection and water proofing by an ICTAD registered under SP category.
- (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 IESL membership and have at least 5years experience on structural and water proofing 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 covers shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer):

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- (a) * The minimum cover for insurance of the Works and of plant and Materials is 110% of Initial Contract Price
 - The maximum deductible for insurance of the Works and of Plant and Materials is 5% of Initial Contract Price
- (b) * The minimum cover for loss or damage to Equipment is 5% of Initial Contract Price
 - The maximum deductible for insurance of Equipment is 5% of Minimum cover.
- (c) * The minimum cover for insurance of other property (other than the site) is 5% of Initial Contract Price.
- (d) The minimum cover for personal injury or death,
 - * for third party and employees of the Employer and other Persons engaged by the Employer in the Works is Rs. 200,000.00 per event.

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

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

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

No appendices

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

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

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

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

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

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

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

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

Formula used to calculate price Fluctuation

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

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

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

The following elements do not consider for the Price fluctuations.

- Preliminaries
- Demolishing works (Item 2.1.1.1)
- Provisional Sum Items (Item 2.1.3.1, 2.2 to 2.3.2)
- Additional Work

(48.1) The retention from each payment shall be **10%** of the certified work done. The limit of retention shall be **5%** of the Initial Contract price.

(49.1) The liquidated damages for the whole of the works shall be **Rs. 5000/-** per Day. The maximum amount of liquidated damage for the whole of the Works shall be **10%** of the Contract price.

(51.1) Contractor shall be paid an advance payment only on submission of an unconditional Bank Guarantee obtained from a reputed Bank registered in Central Bank of Sri Lanka. The value of the Bank guarantee shall be equivalent to the eligible amount calculated as per conditions of contract and it shall be valid till the end of intended completion date or an extension of intended completion date. Contractor shall extend the validity of the Bank guarantee for extension of intended completion date without any notification by the employer. Employer shall demand the advance payment guarantee for such failure of the contractor to extend its validity without any notification to the contractor.

(52.1) The performance security shall be **5%** or as per the Public Finance Circular 03/2020(i) v. of the Initial Contract Price. This security shall be unconditional on demand and f the Initial Contract Price. This security shall be unconditional on demand and valid till 28 days beyond the intended completion date or any extended intended completion date. Contractor shall extend the validity of performance security for any extension of intended completion date without any notification by the employer. Employer shall demand the performance security for such failure of the contractor to extend its validity without any notification to the contractor.

(60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **25%**

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SPECIFICATIONS

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

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