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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.

No. of Bids	Tender No.	Description	Non-Refundable Fee Rs.	Value of Bid Security Rs.	Eligibility of Tenders/ Bidder.	Contact Person for further details
01	MEMBER/12/023	Construction of Water Drain at Vayawya Road Colombo-15 (Phase 07)	5750.00	Rs. 600,000.00 Unconditional on demand Guarantee	Some Water Disposal Land Drainage Connectors belonging to CIDA Grade C/D4 & C/E.	Mr. Eng. (Drainage) Phone: 011-5674888

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

Method 01 - Download from the CMC website ([www.colombo.mcc.lk](http://www.colombo.mcc.lk)).

L. Non-refundable Bidding document fee as mentioned above can be paid by following method.

- Any People's Bank branch or credit People's Bank, Town Hall branch, Acc No: 1674-0014-3169825 of Colombo Municipal Council.
- 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,  
Kattakumbura,  
Colombo 06.

➤ Drainage & Water Supply  
Division  
Malgakanda,  
Colombo 10.

- II. It is mandatory to attach the original receipt / slip with the Bidding document.
- III. Bidders who accessed the bidding documents from the web site shall inform following details by e-mail the dirproj@colombomunicipal.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. till 10.00 a.m. 22/03/2023, upon payment of non-refundable bidding document fee as stated in the tender notice for each bid to the Sheriff/master of Town Hall Premises.
- b) The payments has to be made on or before 10.00 a.m. on 22/03/2023.
- 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 19/10 / 2023 Offer should be valid till 19/09/2023.
- 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 23 / 03 / 2023.
- e) The Tender will be closed at 10.00 a.m. on 23 /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. 1.0 Million should submit PCA 3 after registration with the Public Contract Register.

**J. M. Bandula Jayawardhana,**  
**MUNICIPAL COMMISSIONER,**  
**COLOMBO MUNICIPAL COUNCIL.**

Invitation for Bids (IFB)

**Colombo Municipal Council**

**Construction of Storm Water Drain at Vytwyke Road, Colombo 15**

**Bid number: ME/ME/DR/12/2023**

1. Municipal Commissioner, Colombo Municipal Council, on behalf of Colombo Municipal Council invites sealed bids from eligible and qualified bidders for **Construction of Storm Water Drain at Vytwyke Road, Colombo 15** as described below and estimated to cost 26 Million Rupees approximately including physical contingencies, price contingencies and tax.  
The construction comprises of general building construction work. The construction period for the project is 365 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(i) and Public Finance Circular No 04/2016(ii), 8003/2020 and 04/2020.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements:  
**CIDA grade C5 & C4 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 1 common contract agreement act in 1987 (proof document shall be submitted with the bid).
  - b. Average annual volume of construction work performed within last 5 years shall be Rs. 39 Million (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 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)
  - d. Bidder shall have 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 not less than 6.41 Million (copies of proof documents shall be submitted with the bid).
  - e. Bidder shall assign a qualified Civil Engineer with HSE, membership and have at least 5 years experience on project in similar nature of work.
  - f. 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: 0112672463, Fax: 0112678591) and inspect the bidding documents at the same venue on any working day except Saturdays, Sundays and Public Holidays between 9.00 hours to 15.00 hours or from CMC Website ([proc@colombo.mc.gov.lk](mailto:proc@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 22/03/2023 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. 5,750.00 (including VAT). The method of payment will be in cash or
    - Download from the CMC website ([www.colombomc.gov.lk](http://www.colombomc.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: 157-1-0114-3149425.
      - Payment counters at following Municipal premises of Colombo city from 9.00 a.m. to 3.00 p.m. on work days.
 

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

Drainage & Water Supply Division,  
Maligawanda,  
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 23/03/2023. 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 stored at 10.00 hours on the following working day and opened immediately thereafter.
8. Bids shall be valid till 19/09/2023
9. All bids shall be accompanied by unconditional on demand bid security of Rs.600,000.00 in the form of a guarantee obtained from a reputed Bank or Insurance Company in Sri Lanka. Bid security shall be valid till 19/09/2023
10. Detailed invitation for tenders / bids will be issued with the tender / bidding documents. Bidders/Tenders whose tenders / bids are over Rs. 5.0 Million should submit PIA 3 after registration with the Public Contract Registrar.
11. As per the council decision bearing No. 2312 & dated 08.04.2021, Professional fees will be charged for agreements from the selected bidder as mentioned in the table below.

<b>Contract Price as per the agreement</b>	<b>Professional Fee (including taxes)</b>
Does 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. 100,000/-
Rs. 500,000,000/- - Rs. 1,000,000,000/-	Rs. 100,000/-
Rs. 1,000,000,000/- - Rs. 5,000,000,000/-	Rs. 500,000/-

**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)

**ORIGINAL**

**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****1. Scope of Bid**

- 1.1 To 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 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 53.2(g) of the Conditions of Contract (Section 3) which shall apply to any bidder.



#### **4 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.

#### **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****9. Content of Bidding Documents**

9.1 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 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 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.

**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 adjustments 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 Rupees 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**

**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 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.

**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 11 and 14, 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 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 reseal 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 reveal 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**

**of 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.

**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 provisos, 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, excluding 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 unsolicited 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.

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 to 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.

**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 disqualification 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, inordinate 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")

**35. Adjudicator**

35.1 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.

**Section - 2**

**STANDARD FORMS [CONTRACT]**

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

*Note*

It is the responsibility of the bidder 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.

*Autonomous 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)*

*(Date)*

To:

*(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 identifier number)* for the Contract price of \_\_\_\_\_ *(name of currency)* 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)*

Authorized 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 therein 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)**

\_\_\_\_\_ *(handing)*  
*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 \_\_\_\_\_  
\_\_\_\_\_ *(an 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, 20 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)

**FORM OF RETENTION MONEY GUARANTEE**

\_\_\_\_\_  
*(Issuing Agency)*  
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.**

**CONDITIONS OF CONTRACT :** Conditions of Contract that will be applicable for this Contract is that given in Section – 03 of the Standard Bidding Document – Procurement of Works (ICTAD/SBD/01-1<sup>st</sup> 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 , “Sawiripaya”, 123 , Wijerama Mawatha , Colombo 07.

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

**Section -4**

**FORM OF BID AND QUALIFICATION  
INFORMATION**



**Form of Bid**

**Name of Contract:** Construction of Storm Water Drain at Tystwyke Road, Colombo 15.

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

Gentlemen,

- 1. Having examined the Standard Bidding Document – Procurement of Works (ICTAD/SB/01 – Second Edition, January 2007), specifications, drawings and Bills of Quantities and Addenda for the execution of the above-named works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees ..... for the sum of Sri Lankan Rupees ..... (LKR ..... ) or such other sum 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 15/09/2023 or for any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 6. I/We accept I/we do not accept the Adjudicator.
- 7. I/We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated 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, NII number: .....

.....



## Qualification Information

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

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

**ORIGINAL**

**Section - 5**

**BIDDING DATA AND CONTRACT DATA**

**G. Bidding Data****Instructions to Bidders****Quote Reference****(1.1) The Employer is**

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

The Work consists of Construction of Storm Water Drain Outfall number ME/ME/DR/92/2023 located at: at Syyawela Road, Colombo 15.

**(1.2) Intended Completion Date is 95 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. 7,700.00 (including VAT)  
 The Bid form will be issued till 10.00 hours 22/03/2023

**(2.1) The source of funds is Colombo Municipal Council****(4.2) The registration required**

**Specialty:** Storm water disposal and land drainage  
**Grade:** CDA grade CE & C4

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

- ❖ CDA Registration number
- ❖ Registration number
- ❖ Grade
- ❖ Specialty
- ❖ Expiry Date
- ❖ VAT Registration number
- ❖ Construction Programme
- ❖ Legal Status (Sole Proprietor, Partnership, Company etc.)
- ❖ Total monetary value of construction work performed within last 5 years
- ❖ 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) \* Average annual volume of construction work performed Within last 5 years shall be Rs. 20Million.**

Experience in the construction of contracts of similar nature over the last 5 years shall be 18 months.

\* Following Technical & managerial Staff:

1. A qualified Civil Engineer with ICEL 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.

\* 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.6.4 Million.

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

Name:	Director Engineering (Drainage)
Address:	Drainage & Water Supply Division, Colombo Municipal Council, Town Hall, Colombo 07.
Fax:	0112674800
E-mail:	director@cmurcbo.org.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 Parts 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 4.7 of the Conditions of Contract.

**(15.1)** The Bid shall be valid till 19/09/2023

**(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 600,000.00
- Valid until - 19/10/2023.
- 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.

**(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 Vinnayke Road, Colombo 13  
Contract no: MR/ME/DR/12/2023
- (20.1) The deadline for submission of Bids shall be till 10.00 hours on 23/01/2023
- (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 01/2020(i) v. dated 11.01.2021
- (26.0) 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 in a case to case and shall be shared by the Contractor and the Employer.

**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.  
 Contract number is ME/ME/DB/32/2023.

The Site is Located at Vyswyke Road, Colombo 15

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

**(2.3)** Sectional Completion of work is specified as follows.

**Not applicable**

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

**(0.1)** 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 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.

**(11.3)** The retention insurance covers 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 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 Maximum 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 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. 100,000.00 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 365 days

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

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

(23.3) The Contractor shall submit updated program of work for every \_\_\_\_\_ days.  
**Not applicable**

(23.4) Withholding amount for not complying with above 23.1 & 23.3. **Not applicable**

(35.1) The Defects Liability Period is 365 Days

(29.2) 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:

$$F = \frac{100(I_1 - I_{0,2})}{100} \times \sum_{i=1}^n \frac{W_i(I_i - I_{0,i})}{I_{0,i}}$$



$$V = (V_1 + M_1) - (V_2 + M_2)$$

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

The following elements do not consider for the Price fluctuations:

- Preliminaries (from 1.1 to 1.32)
- Demolishing works (from 2.1)
- Provisional sum items
- Additional works

Details Input Proportions for the contract

COA No.	Name of Input	Percentage %
M3	Cement	21.00
M7	Metal M <sup>2</sup>	2.06
M8	Sand	3.11
M13	Reinforcement	19.87
M23	Form Work	8.56
L1	Skilled labour	11.34
L2	Unskilled labour	22.80

(46.1) 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 \$000 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) 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.

(68.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Work, 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**

**PROJECT NAME :** Construction of Storm water drain at Vystwyke road, Colombo-15. (Phase 01)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	Rs
<b>BILNo.01</b>						
<b>1.0</b>	<b>Preliminaries</b>					
1.1	Provisional sum for providing performance security.		Provisional sum			25,000.00
1.2	Provisional sum for providing an advance payment security.		Provisional sum			100,000.00
1.3	Provisional sum for insurance of the works, Machinery & equipment, Plant, Materials, third party persons & property and Employer's personnel & property at site as per contract.		Provisional sum			200,000.00
1.4	Provisional sum for insurance of against accident and injury to contractor's personnel as per the contract.		Provisional sum			50,000.00
<b>Contractor's Facilities</b>						
1.5	Allow lump sum for constructing, maintaining, dismantling and removal on completion of the works, a temporary site office of adequate size including staff rest room and toilets and other facilities for the contractor's site management staff in accordance with the plans prepared by the Contractor and concurred by the Engineer.		Sum			
1.6	Allow lump sum for constructing, maintaining, dismantling and removal on completion of the works, building to be used as workshops and stores for perishable materials. Buildings shall be constructed in accordance with the drawing prepared by the Contractor and concurred by the Engineer. The lump sum shall also include for shading, ventilating or dehumidifying and re-wiring within the site all temporary buildings/structures if required.		Sum			
1.7	Allow lump sum for constructing, maintaining, dismantling and removal on completion of the works, temporary building to in accordance with the plans prepared by the Contractor and concurred by the Engineer to accommodate by the following:		Sum			

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ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT	IN
	<p>a) Workers' rest room, canteen facilities, kitchen</p> <p>b) Toilet &amp; wash areas</p> <p>c) Sick/First - aid room</p> <p>d) Accommodation for Contractor's staff and workmen including sanitary facilities on site if applicable.</p> <p>Facilities to workmen shall conform to the latest public health and industrial regulation.</p>					
1.9	Allow lump sum for providing Accommodation including sanitary facilities and transport Contractor's staff and workmen off site.	Item				
1.10	Allow lump sum for providing telephone and facsimile facilities, electricity and water services for the contractor's site office for their use in connection with the works.	Item				
1.10	Allow lump sum for maintenance, rental, consumables charges etc. for telephones and facsimile facilities, electricity and water services for the contractor's site office for their use in connection with the works.	Item				
1.11	Allow lump sum for contractor's transport facilities at site.	Item				
	<b><u>SETTING OUT</u></b>					
1.12	Allow lump sum for employing a licensed level surveyor to define the building site work etc. their levels and carry out such other surveys as may be necessary to establish accurately the placing of forms and pouring of concrete and all other setting out in both vertical and horizontal plane.	Item				
1.12	Allow lump sum for setting out of works in accordance with drawing and other written information given by the Engineer.	Item				
	<b><u>QUALITY STANDARDS &amp; PROGRESS</u></b>					
1.13	allow lump sum for provision of progress report photographic record and other schedules including in the ICTAO publication-Guidelines for Effective Construction Management. (ICTAO/CM/111) (latest confirmed information as directed by the Engineer).	Item				



ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT: Rs
1.16	Allow lump sum for all cost in connection with preparing samples for testing, making arrangements for testing of materials, goods etc. as stipulated in the specification, obtaining test reports and submitting the same to the Engineer.	Item			
1.16	Allow lump sum for provision of shop drawings, Bar schedules etc. for Engineer's approval.	Item			
1.17	Allow lump sum for provision of 2 sets of Drawings and soft copies as per drawings of all services for Engineer's approval.	Item			
	<b>Health, Safety &amp; Environment</b>				
1.14	<p>Allow lump sum for following services throughout the period of construction for Engineer's office, contractor's site office and worker's rest room and other facilities:</p> <p>(a) Employing Workmen to clean and maintain all areas to be in good hygienic conditions including toilet, wash areas, shower etc., rest room, canteen facilities, kitchen.</p> <p>(b) Supplying adequate drinking water, water for washing purposes, soap, detergent, etc. throughout the period of construction.</p>	Item			
1.18	Allow lump sum for providing all necessary safety measures to workmen at site conforming to the latest industrial safety regulations and as directed by the Engineer.	Item			
1.19	Allow lump sum for making adequate provision against air and noise pollution of surrounding areas. Fencing and dust screens shall be provided to control dust escaping to surrounding areas.	Item			
1.20	Allow lump sum for maintaining the site in a clean and orderly manner at all times and during the entire contract period.	Item			
1.21	Allow lump sum for demarcation, removal of all rubbish & debris and clearing up site on completion, leaving all in good order and handing over.	Item			
1.23	Allow lump sum for employing an adequate number of security personnel and security system as per five sets throughout the period of construction, and provide for necessary security lighting and a warning system.	Item			



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	Rs
4.26	Allow lump sum for providing and maintaining necessary fencing, hoarding, and gates for safeguarding the works, materials and plant as directed by the Engineer.	Item				
4.27	Allow lump sum for protection of pipes and pipes services at site. The contractor shall take due care to protect, water supply and drainage systems, telephone and overhead/buried electrical cables etc. whose location are identified and made available to the contractor at the time of bidding. Unless earmarked for demolition, during the execution of the works, the contractor is to make good any cause within its control at his own expense or pay any cost and charges in connection therewith.	Item				
4.28	Allow lump sum for supply of water for the works and paying all charges and other expenses in connection with the supply from water mains or any other alternative method of water supply, storage and reticulation.	Item				
4.29	Allow lump sum for supplying temporary electricity for the works including connection, distribution system for the works, internal arrangements and all payments to the authorities for consumption.	Item				
4.30	Allow lump sum for providing small machinery and equipment for the use of the works at site.	Item				
4.31	Allow lump sum for stamp duty in accordance with the prevailing regulations of the Government.	Item				
4.32	Allow lump sum for providing and maintaining a time sheet to the specifications and/or directed by the Engineer.	Item				
4.33	Allow lump sum for excavation for trial pits/trial trenches as specified or as directed by the Engineer or for similar services etc. and reinstating the ground and making good disturbed work to the satisfaction of the Engineer.	Item				
Total Bill of Materials carried over to summary						



ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT	Rs
	Note: All the items below, rates included for supplying of materials.					
2.0	Bill No 02					
	NOTE - Road cutting Permit should be taken by the contractor from the Central Road Maintenance Unit (CRMU) of CMU					
2.1	Demolishing & Removing of Asphalt surface of pavement and temporary reinstatement during with all existing utility services.	m <sup>2</sup>	211.55			
	NOTE - Permanent reinstatement should be done by CRMU of CMU and reinstatement cost has to be paid to CRMU separately by the contractor)					
2.2	Permanent reinstatement of damaged pavement area.			Provisional Sum		1,125,719.00
2.3	Demolishing of existing drain and removing debris away from the site.	Item	Allow	Sum		
2.4	<b>U DRAIN WORK 450MM WIDTH</b>					
	Item shall include excavation in trenches, preparation of surfaces, removal of excess earth, dewatering, shoring, form work, setting and compaction with suitable available or imported material by 150 mm thick compacted layers.					
2.4.1	450mm width RCC U drain including 55mm wood with 1:1.5:3 cement concrete, 150mm thick base and wall with 1:1.5:3 (20mm aggregate. Single reinforced as per the detail drawing No. HRC/DR/ROST/21/1022/0001 (materials will be paid separately)					
2.4.1.1	Invert depth upto 1.0m	Lm	200.00			
2.5	<b>U DRAIN WORK 600MM WIDTH</b>					
	Item shall include excavation in trenches, removal of excess earth, shoring, dewatering, preparation surfaces, backfilling with suitable available or imported material 150mm thick compacted layers. Concrete walls should have a satisfactory smooth finish.					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	Rs
2.0.1	600mm width RCC U drain including 30mm screed with 1:1.5:4 (1") cement concrete, 150mm thick base and wall with 1:1.5:1 (20mm) concrete, single reinforced as per the detail Drawing (No. MC/DR/ABST/35/2013/003) (concrete slab will be paid separately)					
2.5.1	invert depth upto 1.0-1.5m (N)	Ln	3.00			
2.6	<b>COVER SLABS</b>					
2.6.1	Casting, curing & placing of 700x450x250mm cover slab 1:1.5:3 (20mm) concrete including 10mm Tar steel r/f. (Along the open drain)	nos	445.00			
2.6.2	Casting, curing & placing of 600x450x250mm cover slab 1:1.5:3 (20mm) concrete including 10mm Tar steel r/f. (Along the open drain)	nos	18.00			
2.7	<b>BULLY (WIDTH GRATING ON TOP)</b>  1000x500mm (Internal dimensions), 75mm thick concrete with 1:1.5:3 (20mm) cement concrete & 150mm thick base and wall with Grade 20 (1:1.5:3 (20mm)) concrete regular gully (Rate to include for excavation, back filling, sand compaction from site) Concrete walls should have a satisfactory smooth finish. Supply and fixed 500 x 500mm D400 type GI grating from supply with 20.0% CSR 3005-D400 on top and connection to drain as per given particulars (At least depth more than 200mm).					
2.7.1	invert depth 0.0m-1.0m	Nos	12.00			
2.8	<b>BULLY CONNECTION</b>					
2.8.1	Item shall include excavation in trenches, removal of excess earth, shoring, dewatering, preparation surfaces, backfilling and compaction with suitable available material by 150mm thick compacted layers. Provide the and job to complete working under. Rate include for 300mm thick quarry dust layer on top of the UPVC pipes as per detail drawing. Provide lay and job layout and water grade 500 UPVC pipes of nominal size 150mm diameter to open trenches.					



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	RIS
2.3.1.1	Even Depth between 0.0-1.0m	sqm	46.00			
2.3	<b>MANHOLE</b>  Item shall include excavation, removal of ground water, preparation of surface, forming, concreting, finishing and compaction with suitable available material in from thin compacted layers. Form work, concrete work, reinforcement, connection of pipe work, painting and lining of D400 Type clear opening of 900mm dia. 1.2 Cover & Frame, comply with BS EN 1245 & should be with hot dip galvanized steel slabs of 200mm dia. comply with BS EN 10280 1403 (2001)					
2.3.1	2200x1000mm internal dimension, 200mm thick concrete with 1:3:6 (25mm) cement concrete & 200mm thick base and walls with Grade 25 (20 : 20 : 20) (30mm) concrete, single reinforced rebar with 100mm dia. to include for 1:3 cement sand plaster in bonding and concrete walls should have a vertical reinforcement, plastering not shown. All top work with 100mm dia. Drawing No. MECH/MA/10/001					
2.3.1.1	invert depth not exceeding 1.5m	Mts	7			
2.3.6	<b>Damp proof membrane</b>					
2.3.6.3	Soage 750 polythene damp proof membrane 1000mm wide on the outside as per given detail in the drawing	m <sup>2</sup>	413			
2.4.1	<b>PROTECTION OF OTHER SERVICES &amp; STRUCTURES</b>  Protection of other services & structures (Item shall include for precautions to (i) not damage lines or diverting them and repair to original condition if damaged for construction purposes.					
2.4.1.1	Removing & Replacing of Terminals as per detail (0.000)			Provisional Sum		200,000.00



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	Ri
E113	Removing & Replacing of Electricity Post on the road. (02 nos)			Provisional Sum	150,000.00	
E114	Removing & Reconstruction of Telecom Masts near the drain. (02 nos)			Provisional Sum	3,000,000.00	
Total Bill 02 carried over to summary						

**SUMMARY**

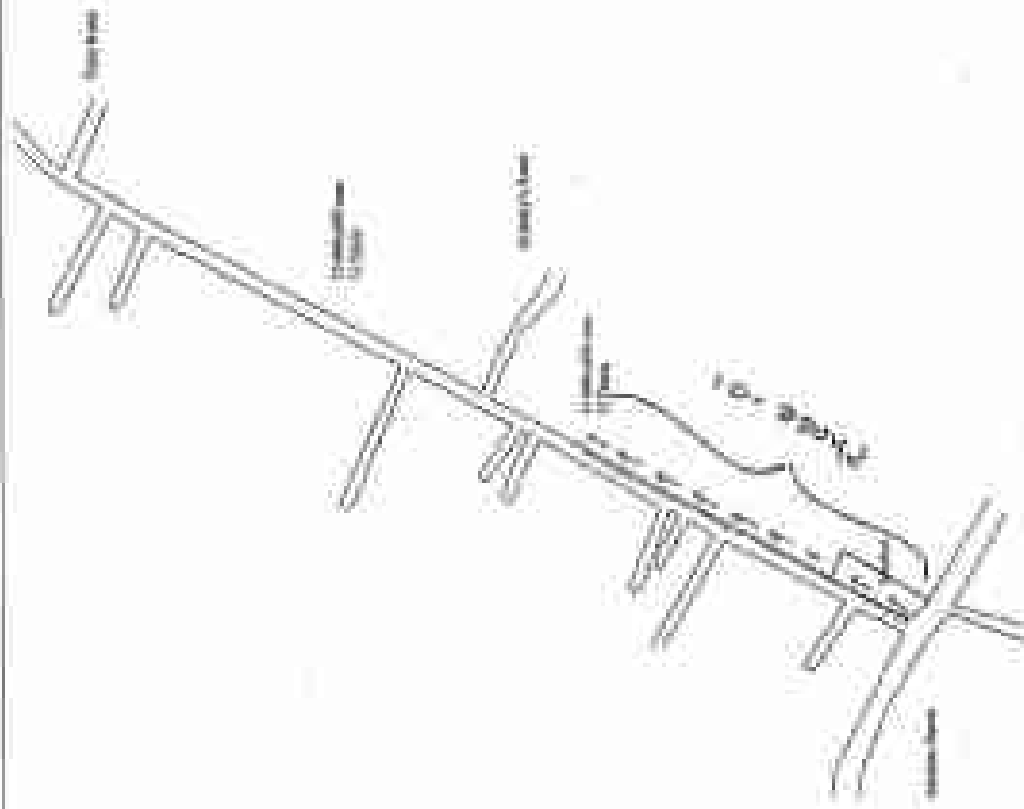
Bill No 01 Preliminaries	-
Bill No 02 Drain line	-
Sub Total	-
10% Contingencies	-
20% Price Fluctuation	-
Grand Total	-
15% VAT	-
Project Amount	-

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Section -B**  
**DRAWINGS**



OBJECT: Prepared site plan (site layout) approved for  
 Service Road. Preparation (Contract to Client)  
 T.F. PLAN

Legend

- Existing Road
- - - Proposed Road
- Water Pipe
- Electric Lines
- Sewer Lines
- Gas Lines
- Storm Drain

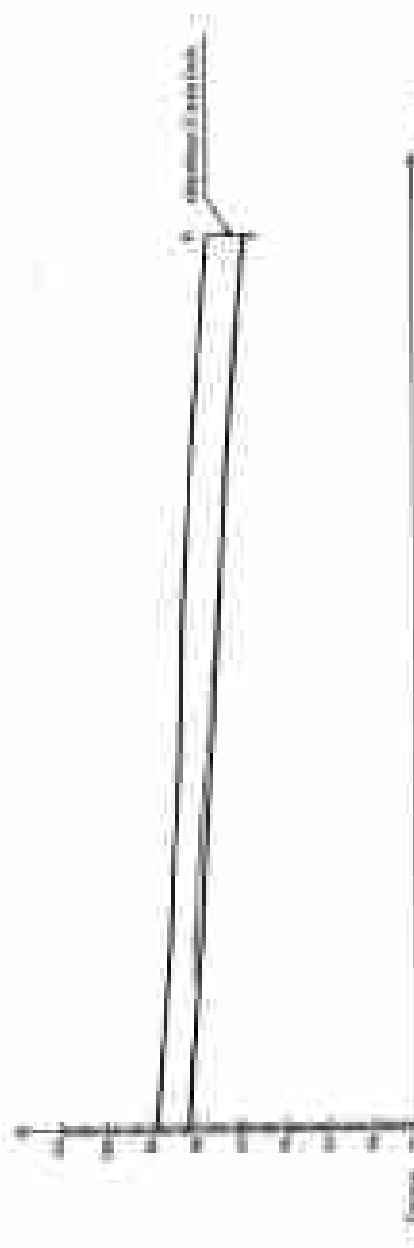
Scale: 1:1000  
 Date: 10/10/2018

Author: M. M. M. M.  
 Checked: M. M. M. M.  
 Approved: M. M. M. M.  
 Date: 10/10/2018

Scale: 1:1000  
 Date: 10/10/2018

Handwritten initials/signatures in the top right corner.

**ORIGINAL**



No.	Uraian	Volume	Unit	Uraian	Volume	Unit	Uraian	Volume	Unit
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
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50									

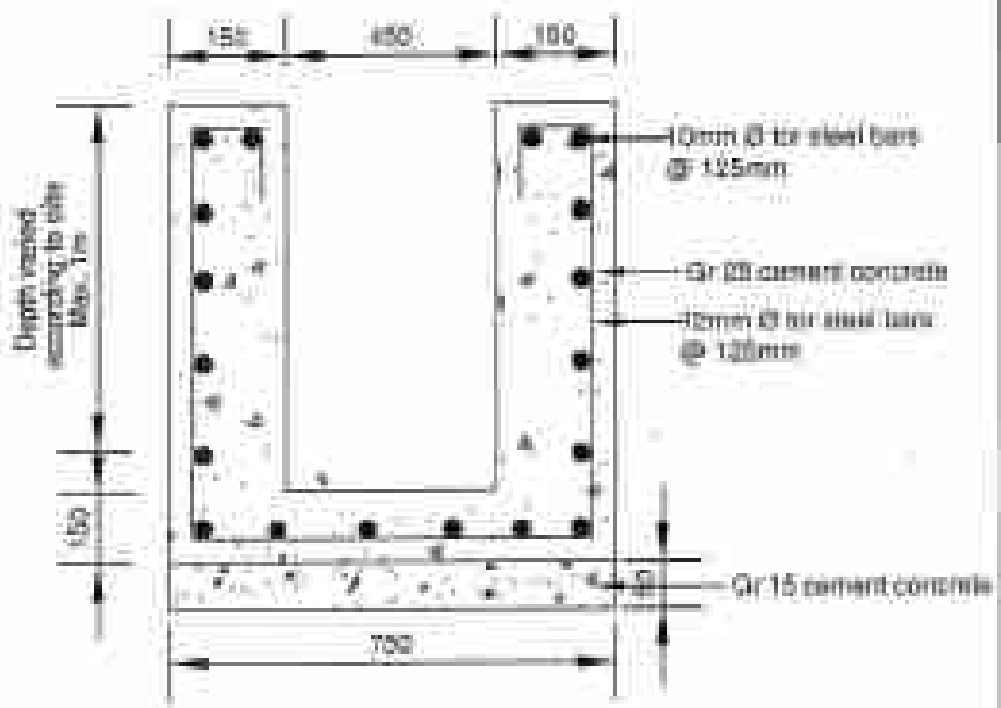
REVISI: Perbaikan rencana (lihat kolom) sesuai RAB  
 (Maksimal 10 kali) (Maksimal 10 kali)

Legenda:  
 - ...  
 - ...  
 - ...

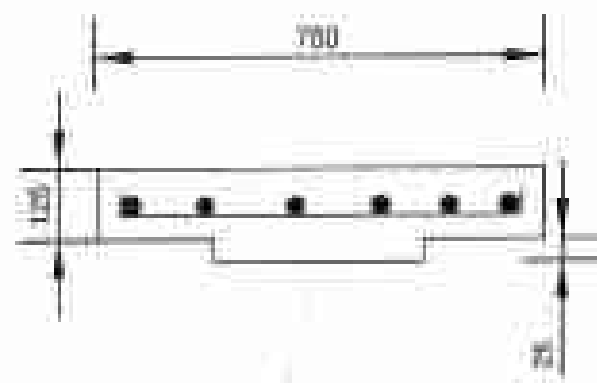
NO. SURTAH  
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 NO. SURTAH  
 NO. SURTAH  
 NO. SURTAH

NO. SURTAH  
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 NO. SURTAH  
 NO. SURTAH

Handwritten marks and signatures in the top right corner.



**SECTION OF 450MM DRAIN**

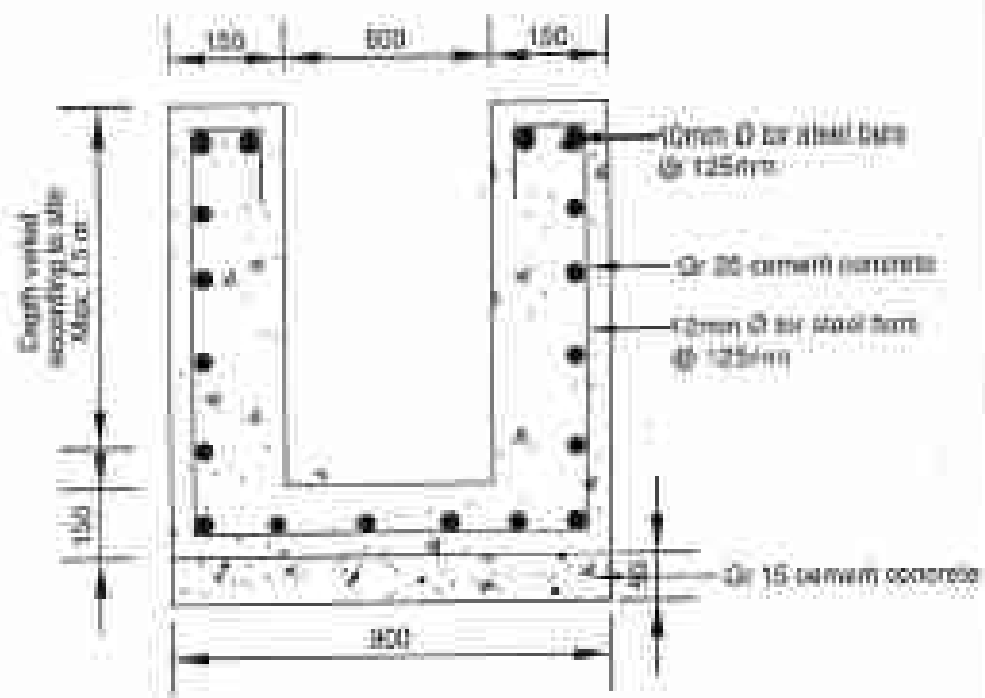


**COVER SLAB**

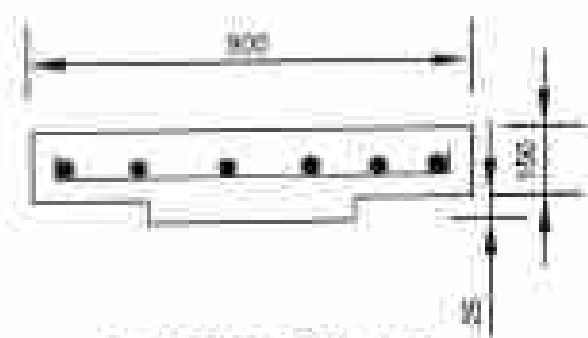
**NOTE**  
ALL DIMENSIONS IN MILLIMETERS  
NOT TO SCALE

APPROVED FOR THE PROJECT BY THE CLIENT SIGNATURE AND DATE	DRAWING TITLE: COVER SLAB (PAGE)	DRAWN BY:	CHECKED BY:
		DATE:	PROJECT:





**SECTION OF 600MM DRAIN**

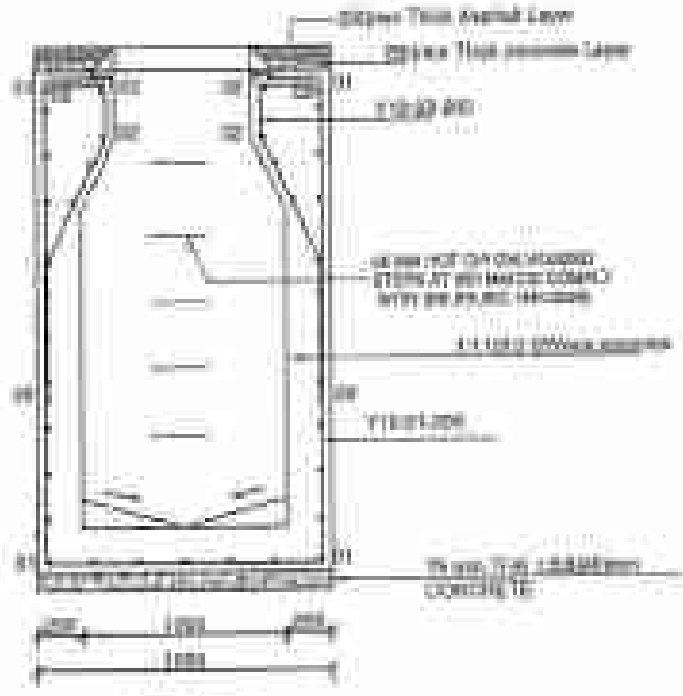


**COVER SLAB**

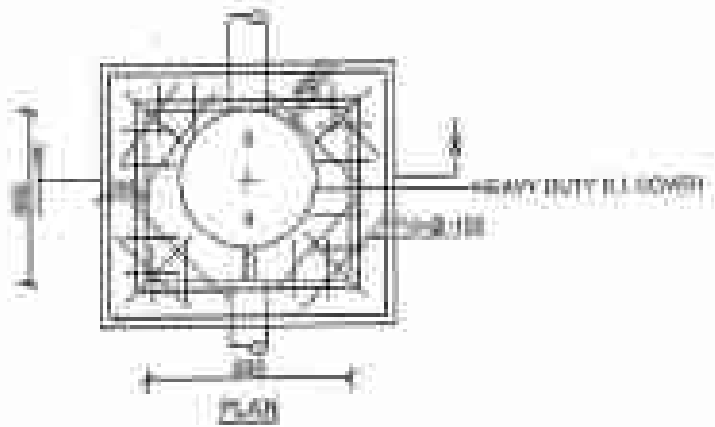
NOTE  
N.L. (As per drawing and in the contract)  
NOT TO SCALE

DRAWING TITLE: COVER SLAB REF: 15/41	DRAWN BY: [Name]	DATE: [Date]
	CHECKED BY: [Name]	SCALE: [Scale]

REVISIONS ACCORDING TO THE APPROVED  
 DRAWING DEPT. 11.18.20



**SECTION A**



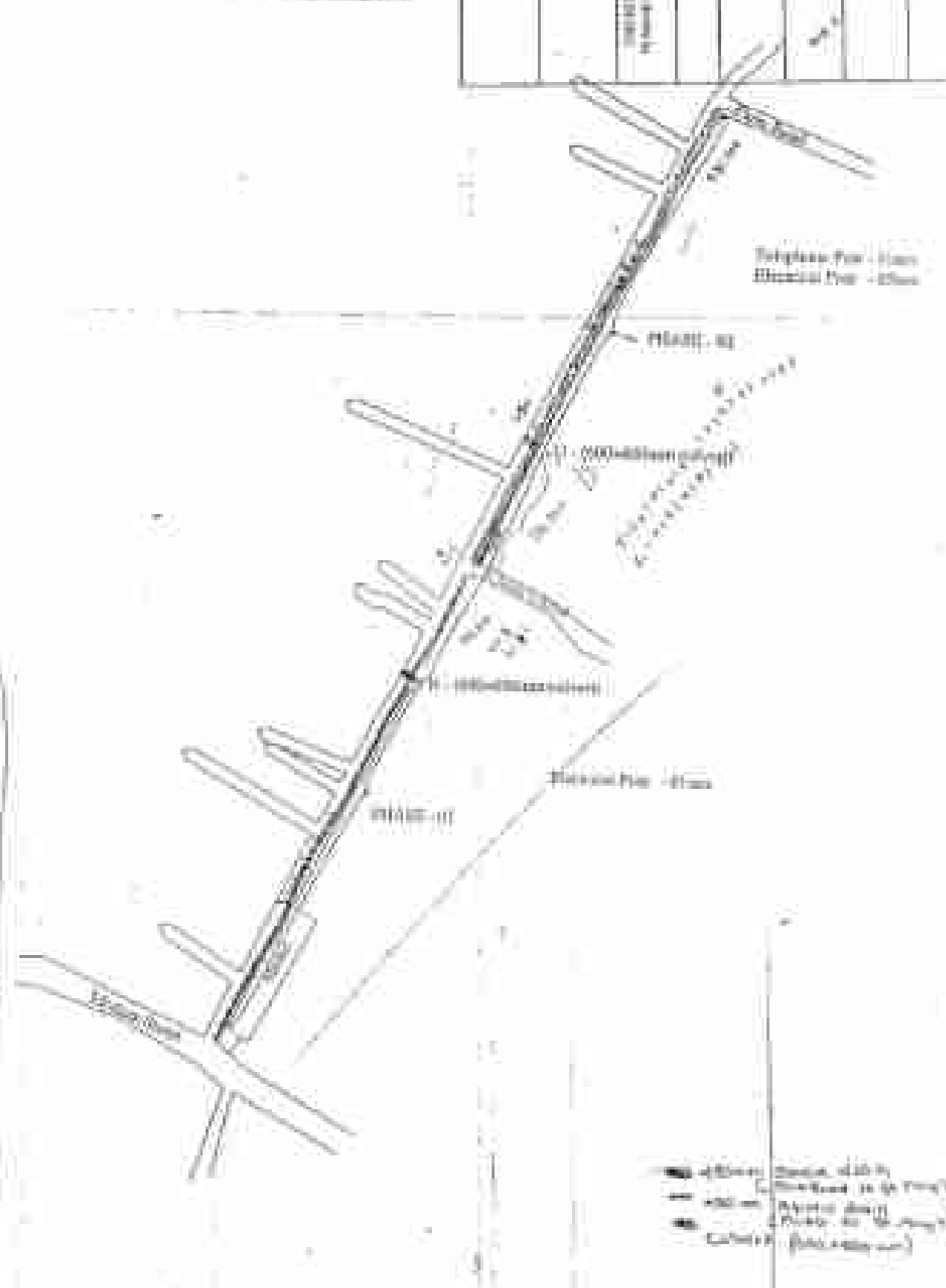
**PLAN**

1. ALL DIMENSIONS ARE IN MILLIMETERS.  
 2. REINFORCED STEEL AT TD @ 200 MM CC

DRAWN BY	SAJID MANSUR
DESIGNED BY	SAJID MANSUR, MUMBAI
APPROVED BY	SETHURAMAN & PARTNERS

DRAWING TITLE: 550x888 RW

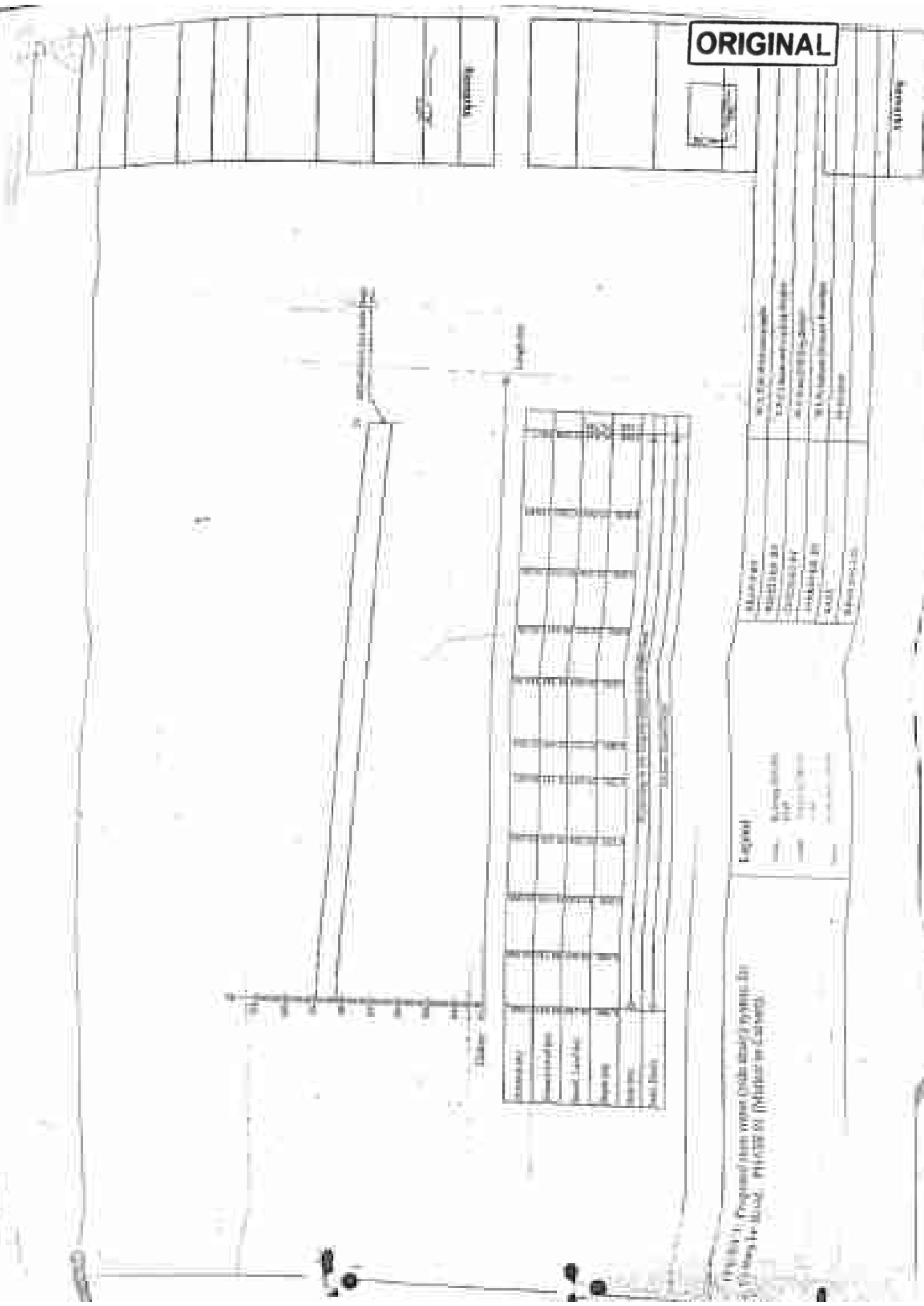
**ORIGINAL**



SITE PLAN (Vystryke Road)

A C E I

**ORIGINAL**



Hand-drawn site plan showing a rectangular building with an internal grid. The grid is labeled "Rear Office" and "Front Office". The building is labeled "Rear Office" and "Front Office".

Grid	1	2	3	4	5	6	7	8	9	10	11
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											

Figure 1: Proposed site plan showing the layout of the building and the surrounding area.

**Legend**

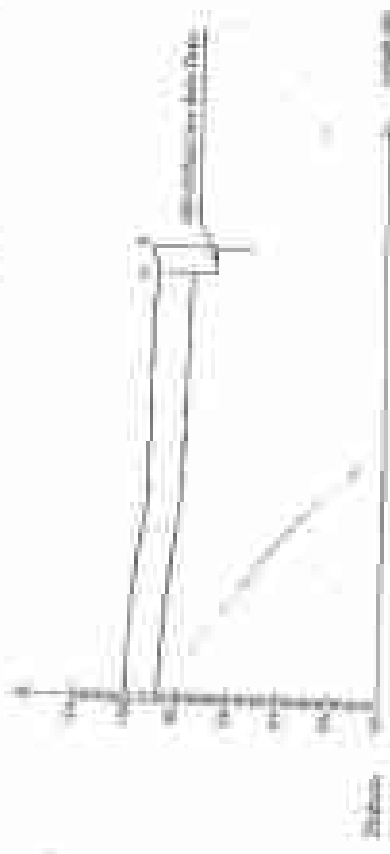
Building  
 Road  
 Water  
 Vegetation

Scale: 1:1000  
 Date: 10/10/2010

Prepared by: [Name]  
 Checked by: [Name]  
 Approved by: [Name]

Remarks

Remarks



Material	Quantity	Unit	Remarks
Concrete			
Reinforcing Steel			
Formwork			
Gravel			
Water			
Electricity			
Other			

**Legend**

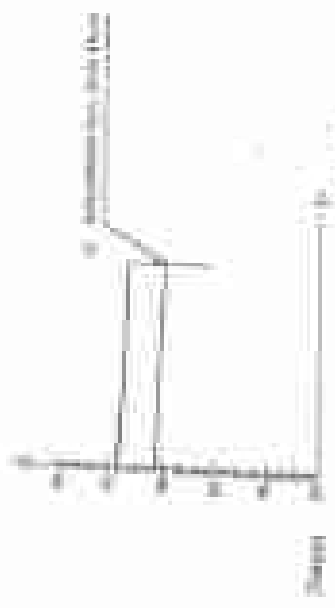
- 1. Foundation
- 2. Wall
- 3. Slab
- 4. Column
- 5. Beam
- 6. Staircase
- 7. Roof
- 8. Other

1. Foundation  
2. Wall  
3. Slab  
4. Column  
5. Beam  
6. Staircase  
7. Roof  
8. Other

Item No.	Description	Quantity	Unit	Rate	Total
1	Foundation				
2	Wall				
3	Slab				
4	Column				
5	Beam				
6	Staircase				
7	Roof				
8	Other				



ORIGINAL



Item No.	Description	Quantity	Unit	Remarks
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

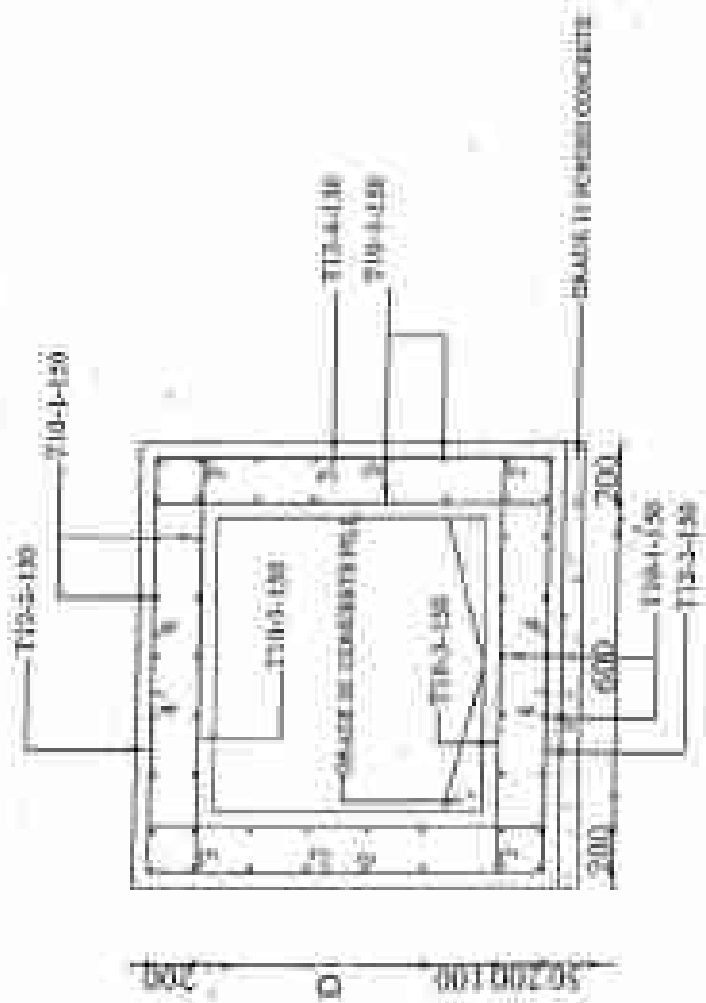
NOT: Proposed work under Civil Drain system (I) vide Item 1. PLEASE DO NOT Alter's (Duct for Culvert).

Legend

- Existing
- Proposed
- Proposed
- Proposed

Project No.	...
Scale	...
Date	...
Sheet No.	...
Total Sheets	...
Author	...
Checked	...
Approved	...
Signature	...

1/1/2024



D - Depth varies according to use L/S

600mm x 600mm RECTANGULAR CLOSED DRAIN

SCALE: 1:12

10

10

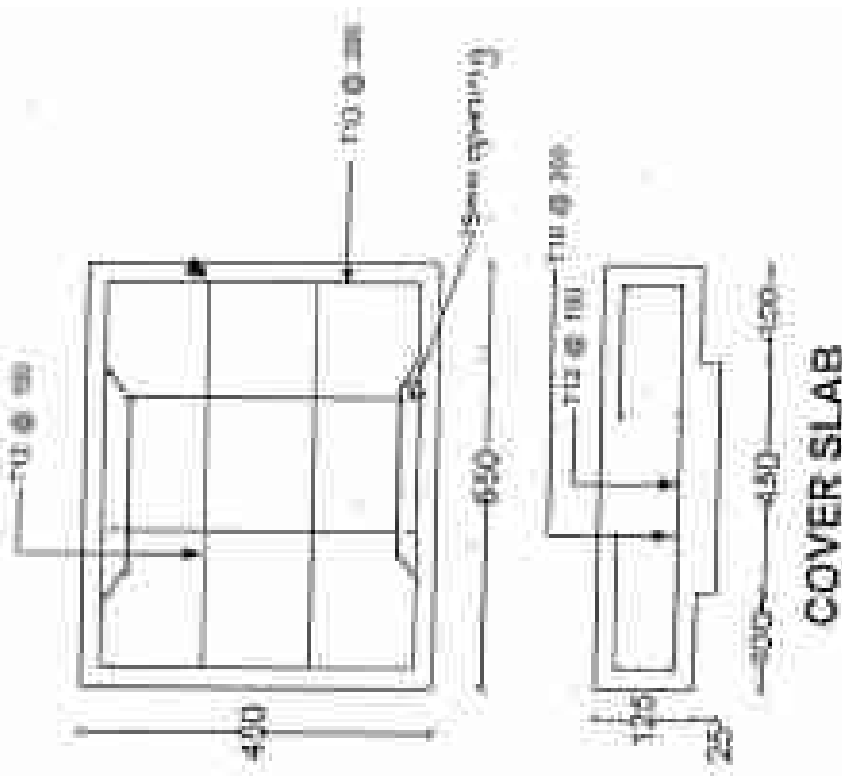


3D

3D

100

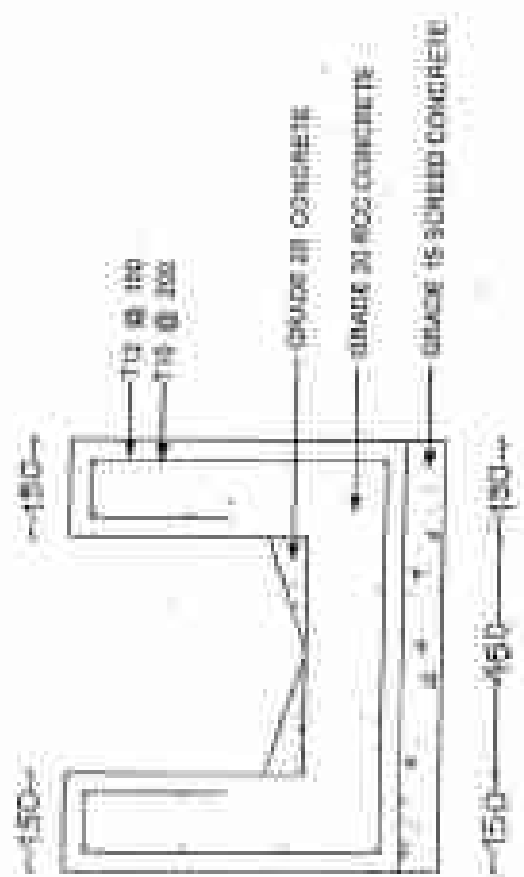
12



(total)

2. Values according to  
all dimensions are in mm

COVER SLAB



SQUARE DRAIN  
(150x150mm)

Depth D  
12.5  
50

ORIGINAL

DETAIL OF DRAIN

10

10

10

**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 issuing agency's name, and address of issuing branch or office)*

Secretary: **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 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 obligations(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 in or before that date.

\_\_\_\_\_  
*(Signature(s) and name(s) of authorized representative(s))*

**SECTION 10**  
**Other documents**