

List of Bidding Documents

Invitation For Bids

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Colombo Municipal Council**Construction of Sewer Line at R1 – At Visumpaya Premisses, Kompannaveediya****Bid number: ME/ME/DR/58/2023**

1. Municipal Commissioner, Colombo Municipal Council, on behalf of Colombo Municipal Council invites sealed bids from eligible and qualified bidders for **Construction of Sewer Line at R1 – At Visumpaya Premisses Kompannaveediya** as described below and estimated to cost 170.3 Million Rupees approximate excluding physical contingencies, price contingencies and taxes.
2. The construction period for the project is **270 days**.
3. Bidding will be conducted through National Competitive Bidding (NCB)
4. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements.
CIDA grade C3 & C2 Water Supply and Sewerage
5. Qualification requirements to qualify for contract award include:
 - a. Bidder shall be registered at the Department of Registrar of Companies under number 3 common contract agreement act in 1987 (proof document shall be submitted with the bid).
 - b. Average annual volume of construction work performed within last 5 years shall be Rs. 150 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 9 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 56.8 Million (copies of proof documents shall be submitted with the bid)
 - e. Bidder shall assign a qualified Civil Engineer with IESL member ship and have at least 5years 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.
6. Interested bidders may obtain further information from Projects Management Division of Colombo Municipal Council, Town Hall, Colombo 7 (Tel: 0112692403, Fax 0112675591) and inspect the bidding documents at the same venue on any working day except Saturdays, Sundays and Public Holidays between 9.00 hours to 15.30 hours or from CMC Website (www.colombo.mc.gov.lk)
7. A complete set of Bidding Documents in English language
 - **may be purchased** by interested bidders from Projects Management Division of Colombo Municipal Council, Town hall, Colombo 7 on the submission of a written application to Municipal Commissioner, Colombo Municipal Council **till**

10.00 hours on 18.10.2023 from 9.00 hours to 15.30 hours on any working day except Saturdays, Sundays and Public Holidays from 9.00 hours to 15.30 hours upon payment of a non- refundable fee of Rs. 5,750.00 (including VAT). The method of payment will be in cash or

- **Download from the CMC website** (www.colombo.mc.gov.lk). Non-refundable bidding document fee of Rs.5,750 /- for each bid can be paid by following method. It is mandatory to attach the receipt / slip with the bidding document.
 - Any People's Bank branch to credit People's Bank, Town Hall branch, Acc No: 167-1-001-6-3169425.
 - Payment counters of following Municipal premises of Colombo city limit from 9.00 a.m. to 3.00 p.m. on week days.

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

Drainage & Water Supply Division,
Maligakanda,
Colombo 10.

8. Sealed bids in duplicate shall be addressed to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7 and **deposited in the tender box** at Municipal Secretary's Department, Town Hall, Colombo 7 on or before **10.00 hours on 19.10.2023** Late bids and bids sent by post will be rejected. Bids will be opened soon after closing in the presence of the bidders or bidders' representatives who choose to attend. If this day is declared as a Public Holiday, bids will be closed at 10.00 hours on the following working day and opened immediately thereafter.
9. **Bids shall be valid till 16.04.2024**
10. All bids shall be accompanied by unconditional on demand **bid security of Rs.4,500,000.00** in the form of a guarantee obtained from a reputed Bank or Insurance Company in Sri Lanka. **Bid security shall be valid till 16.05.2024**
11. A pre-bid meeting will be held at **Drainage and Water Supply Division, Maligakanda, Colombo 10** on **05.10.2023** at **10.00 a.m.**
12. 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 PCA 3 after registration with the Public Contract Registrar
13. As per the council decision bearing No. 3631 & dated 03.03.2023, Professional fees will be charged for agreements from the selected bidder as mentioned in the table below.

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

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

Section - 1

INSTRUCTIONS TO BIDDERS

ORIGINAL**Notes:**

Instructions to bidders shall be read in conjunction with Bidding Data under Section 2 (Volume 2). Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included under Section 3 - Conditions of Contract (Volume 1) and Contract Data under Section 4 (Volume 2). However, a few such information is reproduced in this section to facilitate the Bidders to price their Bids.

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

Note :

Bidders may consider the information printed in blue colour in the document as a checklist, when preparing their Bids. However, it is the responsibility of the Bidders to comply with all the requirements given in the Bidding Document.

INSTRUCTIONS TO BIDDERS



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

MARCH 2023

Construction Industry Development Authority (CIDA)

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Instructions to Bidders

A. General

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| 1 | Scope of Bid | 1.1 | In addition to the definitions given in Sub Clause 1.1 of the Conditions of Contract, for ITB following definitions also apply: |
| | | 1.1.1 | Bidder is an entity, whether single or joint venture who has submitted an offer in response to a Request from the Employer. |
| | | 1.1.2 | Foreign Funding Agency shall mean any multi-lateral or bilateral agency which has entered / intends to enter into an agreement with the Government of Sri Lanka for funding the Works. |
| | | 1.2 | The Employer, as defined in the Bidding Data and Contract Data hereinafter called and referred to as "the Employer," wishes to receive Bids for the execution and completion of the Works, and remedying defects as described in the Bidding Data hereinafter referred to as "the Works." |
| | | 1.3 | The successful Bidder will be expected to complete the Works within the period stated in the Bidding Data and Contract Data from the Commencement Date. |
| 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: <ul style="list-style-type: none"> (a) Parties associated with procurement actions, namely, suppliers /contractors and officials shall ensure that they maintain strict confidentiality throughout the process; (b) 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 decision or impairing the objectivity of an official. |
| | | 3.2 | The attention of the Bidders is also drawn to the Sub-Clause 15.2 (f) of the Conditions of Contract [Section 3] which shall apply to any Bidder. |
| 4 | Eligibility and Qualification of the Bidders | 4.1 | All bidders shall include the following information and documents with their Bid in Section 9 – Qualification Information Forms: <ul style="list-style-type: none"> (a) certified copies of original documents defining the constitution or legal status, place of registration and principal place of business: written power of attorney authorizing the signatory of the Bid to commit the Bidder; and (b) in the event that pre-qualification of bidder is requirement, only Bids from those who satisfy the pre-qualification criteria will be considered for award of Contract. These pre-qualified bidders |



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should submit with their Bid any information updating their original pre-qualification applications or, alternatively, confirm in their Bids that the information submitted with their applications for pre-qualification has not materially changed from the date of Bid submission. The update or confirmation should be provided in Section 9.

As a minimum requirement, bidders shall update the following information:

- (i) evidence of access to lines of credit and availability of other financial resources;
- (ii) a statement of financial predictions of the Bidder for the 12 months, commencing from the closing date of Bids including the effect of known commitments;
- (iii) work commitments of the other projects undertaken since pre-qualification;
- (iv) availability of equipment that may be required for the project.

Only bidders who satisfy the pre-qualification criteria as per the updated information will be considered for the award of the Contract.

(c) In the event that pre-qualification of bidders is not a requirement, unless otherwise stated in the Bidding Data, all Bidders shall include the following information and documents as a minimum requirement with their Bids in Section 9- Qualification Information Forms:

- (i) reports on the financial standing of the Bidder such as audited financial statements for the past three years;
- (ii) evidence of adequacy of working capital and of currently accessible credit lines and availability of other financial resources;
- (iii) total monetary value of construction work performed during each of the last five years;
- (iv) experience in works of a similar nature, scale and complexity carried out during last ten years, and details of work in hand or contracts committed;
- (v) major items of construction equipment intended to be utilized in the Works;
- (vi) qualifications and experience of key professional staff in the organization and Site Management and Technical Personnel proposed for the Contract;
- (vii) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Bid Price; if any;
- (viii) a statement that the bidder his intended sub-contractors and in the case of a joint venture, all its partners is not associated directly or indirectly in the preparation of the Bidding Document.

1.7 To qualify for the award of the Contract, Bidder shall meet the following minimum qualifying criteria:

- (a) All bidders shall comply with the registration requirements under the applicable laws;



This SBD/102(12a) is issued to the particular qualified person or firm (CWI) under specified OR code, and is not to be used for other CIDs or other firms.

ORIGINAL

i) Domestic Bidders

All domestic bidders whether as single entity or as a partner of a joint venture shall be registered with Construction Industry Development Authority (CIDA) to the specialty and grading as specified in the Bidding Data. Bidder shall submit all evidence for such registration with the bid.

ii) Foreign Bidders

All foreign bidders whether as a single entity or as a partner of a joint venture, when informed by the Employer shall obtain CIDA registration before the award of Contract.

- (b) Average value of construction turnover for the last 5 years shall not be less than the values states in Bidding Data.
- (c) Experience as a main contractor in the construction of at least one project of a nature and complexity similar to the Works over the last 10 years (for work in hand, the works cited should be at least 70 percent completed to comply with this requirement).
- (d) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment, specified in Bidding Data if any;
- (e) Resident Construction Management staff with qualifications and experience as given in Bidding Data;
- (f) Liquid assets and/or currently available credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in Bidding Data;
- (g) Shall not be a contractor defaulted (by Department Public Finance) for domestic Contractors and other recognized authority for foreign bidders at the time of Bidding and at the time of award of contract.

5 Joint Ventures

5.1 Bids submitted by a joint venture of two or more firms or persons as partners shall comply with the following requirements:

- (a) One of the partners shall be nominated by others as the "lead partner" authorized to act for and on behalf of the joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

- (b) The partner so authorized shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the lead partner



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- (c) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (a) above, as well as in the Bid and in the joint venture Agreement (in case of a successful Bid).
 - (d) A certified copy of the joint venture agreement entered into by all partners shall be submitted with the Bid. Alternatively, a memorandum of understanding to execute a joint venture agreement in the event of a successful Bid, shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.
 - (e) The Bid shall include all the information listed in ITB Clause 4.1 above for each joint venture partner;
 - (f) The Bid, and in case of a successful Bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - (g) The Bid security shall be furnished so has to be legally binding on all the partners.
- 5.2 One of the partners may have the qualification requirements for ITB 4.2 (a) unless otherwise stated in Bidding Data. The qualification for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.2(b) 4.2 (c) 4.2 (d) 4.2 (e) and 4.2 (f). However, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 4.2(b), 4.2 (f) and the lead partner must satisfy at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.
- 5.3 In order to be entitled to Domestic Preference in the evaluation of Bids, criteria stipulated in ITB Clause 31 in the evaluation of the bid the Joint Venture shall satisfy the complying with 5.2 conditions above.
- 5.4 Bids submitted by CIDA Registered Joint Ventures complying to above 5.1 shall also be accepted.
- | | | | |
|---|---------------------------|-----|--|
| 6 | One Bid per Bidder | 6.1 | Each bidder shall submit only one Bid, either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified. |
| 7 | Cost of Bidding | 7.1 | The bidder shall bear all costs associated with the preparation and submission of its 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. |
| 8 | Site Visit | 8.1 | The bidder is advised 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 |



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Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 8.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 8.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting referred to in ITB Clause 19.

B. Bidding Documents

9 Content of Bidding Documents

- 9.1 The Bidding documents, which consist of two volumes, are stated below and should be read in conjunction with any addenda issued under ITB Clause 11:

Volume 1

- Section 1 - Instructions to Bidders
- Section 3 - Conditions of Contract
- Section 5 - Standard Forms [Contract]

Volume 2

Invitation for Bids

- Section 2 - Bidding Data
- Section 4a - Particular Conditions of Contract, Part A - Contract Data
- Section 4b - Particular Conditions of Contract, Part B - Special Provisions
- Section 6 - Specifications
- Section 7 - Letter of Bid
- Section 8 - Bill of Quantities
- Section 9 - Qualification Information Forms
- Section 10 - Drawings
- Section 11 - Standard Forms (BID)
- Section 12 - Any Other information to be completed and submitted by Bidders, as specified in clause 4.1 of Bidding Data.

10 Clarification of Bidding Documents

- 10.1 A prospective bidder requiring any clarification of the Bidding Documents or having any objection to restrictive specifications, may notify the Employer in writing or facsimile at the Employer's address



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indicated in the Bidding Data. The Employer shall respond to any such request/notice for clarification/objection that he receives earlier than 14 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.

11 Amendment of Bidding Documents

- 11.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 11.2 Any addenda thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 9.1 and shall be communicated in writing and delivered by hand (against receipt), courier or send by registered post or by facsimile to all purchasers of the Bidding Documents. Prospective Bidders shall promptly acknowledge receipt of each addendum by facsimile to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend as necessary the deadline for submission of Bids, in accordance with ITB Clause 22.

C. Preparation of Bids

12 Language of Bid

- 12.1 The Bid, and all correspondence and documents related to the Bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

13 Documents Comprising the Bid

- 13.1 The Bid submitted by the bidder shall comprise the following:
- (A) Enclosed in the envelope marked as "ORIGINAL":
 - (a) Section 7 – Duty filled and signed Letter of Bid (in the format indicated in Section 7);
 - (b) Bid Security;
 - (c) Power of Attorney for the signatory to the Bid;
 - (d) Section 2 - Bidding Data;
 - (e) Section 4a – Particular Conditions of Contract, Part A- Contract Data;
 - (f) Section 4b - Particular Conditions of Contract, Part B- Special Provisions;
 - (g) Section 6 - Specifications;
 - (h) Section 8 - Priced Bill of Quantities;
 - (i) Section 9 - Duty filled Qualification Information Forms;
 - (j) Section 10 - Drawings;



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- (k) Section 11 - Standard Forms (Bid);
 - (l) Section 12 - Check List for bidders; and
 - (m) Section 13 - any other information required
- and

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

- (a) Section 7 - Duly filled and signed Letter of Bid (in the format indicated in Section 7);
- (b) Section 8 - Priced Bill of Quantities;
- (c) Section 9 - Duly filled Qualification Information Forms;
- (d) Section 11- Standard Forms (Bid);
- (e) Section 12 - Check List for Bidders; and
- (f) Section 13 - Any other information required

14 Bid Prices

- 14.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Works as described in ITB Sub-Clause 1.1, based on the unit rates and prices in the Bill of Quantities submitted by the bidder.
- 14.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed, and shall be deemed to be covered by the rates for other items and prices in the Bills of Quantities.
- 14.3 All duties, taxes, (except VAT) and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 Days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the bidder unless the Bills of Quantities is otherwise formatted. However the VAT component shall be entered separately in the space provided in the Bill of Quantities.
- 14.4 Unless otherwise stated in the Bidding Data and Contract Data, the amount payable to the Contractor is subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.8 of the Conditions of Contract.

15 Currencies of Bid and Payment

- 15.1 The rates and prices shall be quoted by the bidder in Sri Lanka Rupees unless otherwise stated in the Bidding Data and the Contract.

16 Bid Validity

- 16.1 Bids shall remain valid for the period stipulated in the Bidding Data, after the deadline for Bid submission as specified in ITB Sub-Clause 22.1
- 16.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the



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responses thereto shall be made in writing. A bidder may refuse a request without forfeiting its Bid Security. A bidder agreeing to the request will not be required or permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

17 Bid Security

17.1 The Bidder shall furnish, as part of its Bid, a Bid Security in the amount stipulated in the Bidding Data.

17.2 The Bid Security shall, at the bidder's option, be in the form of a bank draft, letter of credit or a guarantee from a local Bank approved by the Central Bank of Sri Lanka, a bank based in another country, having a corresponding bank in Sri Lanka approved by the Central Bank, the Construction Guarantee Fund (CGF) or an insurance guarantee from insurance company located in Sri Lanka and approved by the Treasury or from an acceptable bonding organization approved by the Central Bank of Sri Lanka. The format of the Bid Security should be in accordance with the specimen form of Bid Security included in the Bidding Document or another form acceptable to the Employer. Bid Security shall be valid for the period given in the Bidding Data.

17.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive. The Bid Security of a joint venture shall be issued by any of the entities stated in ITB Sub-Clause 17.2 above for and on behalf of all the partners of the proposed joint venture or the lead partner.

17.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the original period, or any subsequently extended period, of Bid validity.

17.5 The Bid Security of the successful bidder will be returned when the required Performance Security is submitted.

17.6 Bid Security may be forfeited:

(a) if the bidder withdraws its Bid, after Bid opening during the period of Bid validity; or

(b) if bidder does not accept the correction of its Bid price, pursuant to ITB Clause 29; or

(c) in the case of a successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security or

(ii) to execute the Contract Agreement, if any

18 Alternative Proposals by Bidders

18.1 Except as provided under ITB Sub-Clause 18.2 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents. In the case of an alternative proposal, he shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and



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19 Pre-Bid Meeting

- proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 18.2 When Bidders are permitted to submit alternative technical solutions for specified parts of the Works, such parts shall be described in Section 6 - Specifications.
- 19.1 The designated representative of the bidder is invited to attend a pre-Bid meeting, which, if convened, will take place at the venue and time stipulated in the Bidding Data.
- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 19.3 The bidder is requested, as far as possible, to submit any questions in writing or by facsimile, 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, but questions and responses will be transmitted in accordance with the following sub-clause.
- 19.4 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in ITB Sub-Clause 10.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB Clause 11 and not through the minutes of the pre-bid meeting.
- 19.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder unless otherwise stated in the Bidding Data.

20 Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 13 of these Instructions to Bidders clearly marked "ORIGINAL". In addition, the Bidder shall submit a copy of the Bid, clearly marked "COPY". In the event of discrepancy between them, the original shall prevail. If more than one "COPY" is required, this shall be stated in the Bidding Data.
- 20.2 The original and the copy of the Letter 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, pursuant to Paragraphs 4.1 (a) or 5.1 (c), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 20.3 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.



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3. Submission of Bids

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| 21. Bidder's
Sealing Envelope | 21.1 | The Bidder shall seal the envelope and the area on the front of the envelope containing the envelope shall be marked "ORIGINATOR'S CONTRACT". The envelope shall then be sealed in an outer envelope. |
| | 21.2 | The inner and outer envelopes shall: <ul style="list-style-type: none"> (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; and (c) Provide a warning not to open before the time and date for Bid opening as specified in the Bidding Data. |
| | 21.3 | In addition to the identification required in 21.2, the outer envelope shall indicate the name and address of the Bidder to enable the Bid to be properly re-addressed in case of a delivery error pursuant to 21.5. The outer envelope shall be marked "ORIGINATOR'S CONTRACT". |
| | 21.4 | If the outer envelope is not properly sealed, the Employer will assume no responsibility for the acceptance or rejection of the Bid. If the outer envelope is not properly sealed, the Employer will not guarantee the return of the Bid. The Employer will not be responsible for the return of the Bid. |
| 22. Bidder's
Sealing Envelope | 22.1 | Bidder's envelope shall be sealed and marked "ORIGINATOR'S CONTRACT". The envelope shall be sealed in an outer envelope. |
| | 22.2 | The outer envelope shall be marked "ORIGINATOR'S CONTRACT". The envelope shall be sealed in an outer envelope. |
| 23. Open Bid | 23.1 | Any bid received by the Employer after the time and date for Bid opening shall be rejected and the Bidder shall be notified. |
| 24. Modification and
Withdrawal of
Bid | 24.1 | The Bidder may modify or withdraw a Bid after the Bid is received provided that written notice of the modification or withdrawal is received by the Employer at least 48 hours before the time and date for Bid opening. |
| | 24.2 | The Bidder shall not be allowed to modify or withdraw a Bid after the time and date for Bid opening. The Bidder shall be notified of the time and date for Bid opening. |
| | 24.3 | The Bidder shall not be allowed to modify or withdraw a Bid after the time and date for Bid opening. The Bidder shall be notified of the time and date for Bid opening. |



- 24.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in ITB Clause 16 may result in the forfeiture of the Bid Security pursuant to ITB Sub-Clause 17.6.
- 24.5 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

25 Bid Opening

- 25.1 The Employer will open the Bids, including withdrawals and modifications made pursuant to ITB Clause 24, in the presence of Bidders' authorized representatives who choose to attend, at the time, date, and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 25.2 "Opening of Withdrawals" - The envelope marked "withdrawals" (if any) should be opened first. If the Bid Opening Committee (BOC) is satisfied with the contents and authentication of the withdrawal letter, the Bidder's original Bid/proposal should not be opened, but all the members of BOC and the representatives of the Bidders who are present shall sign on the outer envelope of the Bid/proposal. The Bid/proposal shall be placed at secured place together with the other Bids/proposals to return on finalization of the contract award. If the BOC is not satisfied with the contents and authentication of the withdrawal letter, the bidders original Bid/proposals should be opened Together with the other Bids/proposals.
- 25.3 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 documents is missing in the envelope opened first, the Employer may open the other envelope to search such missing information and transfer such documents to one envelope and mark it as "Original" and reseal the other envelope and mark as "Copy".
- 25.4 The Bidders' names, the Bid prices, including any alternative bid price or deviation, any discounts, Bid modifications and withdrawals, the presence (or absence) of Bid Security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Bid shall be rejected at the Bid opening except for late Bids pursuant to ITB Clause 23.
- 25.5 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 25.3.
- 25.6 Bids not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances.



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26. **Examination of Documents** 26.1 Information relating to the contract shall be made available to all bidders at the office of the Employer. The information shall not be disclosed by the Employer to any bidder who is not duly registered with the Employer. The Employer shall not be responsible for any information which has been disseminated by a bidder to any other bidder. The Employer shall not be responsible for any information which has been disseminated by a bidder to any other bidder.
27. **Clarification of Bids** 27.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at its discretion seek clarification from any Bidder, including detail cost breakdown of unit rates and lump sums. The request for clarification and the response shall be in writing and delivered/conveyed in accordance with Sub-Clause 5.3 [Communication] of the Conditions of Contract. No change in the price or substance of the Bid shall be sought, inferred or permitted.
- 27.2 From the time of submission of the Bid to the Employer, the Bidder shall be responsible for any Bidder who is in contact with the Employer on matters related to the Bid. It should be done so in writing.
28. **Examination of Bids and Determination of Responsiveness** 28.1 Prior to the detailed examination of the Bid, the Employer will determine whether the Bidder has complied with the following: (a) has been properly licensed; (b) has been properly registered with the Employer; (c) is satisfactorily established in the Employer's records; (d) is a resident of the Employer's country; and (e) is a duly qualified person. The Employer may, at its discretion, require the Bidder to provide satisfactory evidence of compliance with the above requirements. If the Bidder fails to provide satisfactory evidence of compliance with the above requirements, the Employer may reject the Bid. The Employer may, at its discretion, require the Bidder to provide satisfactory evidence of compliance with the above requirements. If the Bidder fails to provide satisfactory evidence of compliance with the above requirements, the Employer may reject the Bid.
- 28.2 If a Bidder is rejected, the Employer shall not be responsible for any Bidder who is in contact with the Employer on matters related to the Bid. It should be done so in writing.
- 28.3 If a Bid is not responsive, the Employer may, at its discretion, require the Bidder to provide satisfactory evidence of compliance with the above requirements. If the Bidder fails to provide satisfactory evidence of compliance with the above requirements, the Employer may reject the Bid.
29. **Correction of Error** 29.1 Bids determined to be unresponsive shall be rejected by the Employer. If any Bidder who is rejected by the Employer is found to be in error, the Employer may, at its discretion, require the Bidder to provide satisfactory evidence of compliance with the above requirements. If the Bidder fails to provide satisfactory evidence of compliance with the above requirements, the Employer may reject the Bid.
- 29.2 If a Bidder is rejected, the Employer shall not be responsible for any Bidder who is in contact with the Employer on matters related to the Bid. It should be done so in writing.
- 29.3 If a Bid is not responsive, the Employer may, at its discretion, require the Bidder to provide satisfactory evidence of compliance with the above requirements. If the Bidder fails to provide satisfactory evidence of compliance with the above requirements, the Employer may reject the Bid.

30 Evaluation and Comparison of Bids

- point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 29.2 If the Bid price changes by the above procedure, the amount stated in the Letter of Bid shall be adjusted with the concurrence of the Bidder and shall be considered as binding upon the Bidder.
- 29.3 If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the Bid Security may be forfeited in accordance with Clause 17.6 (b).
- 30.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB Clause 28.
- 30.2 In evaluating the Bids, the Employer will determine for each Bid the Evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 29;
 - (b) excluding provisional sums and the provision for contingencies, if any in the Bill of Quantities, but including Day works, where priced competitively;
 - (c) making appropriate adjustments as described below to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 24.5 or otherwise
 - (i) If discounts are offered to a limited number of bill items, it should be applicable to such items up to the quantity given in the Bill of Quantities;
 - (ii) If the discount offered is to the total Bid price as a percentage, it shall be applicable up to the quoted Bid Price prior to correction of arithmetical errors.
 - (iii) If the discount offered is to the total Bid price as a lump sum, such discount shall be applicable up to the quoted Bid Price prior to correction of arithmetical errors.
 - (d) If provision is made in ITB Clause 15.1 to price the Bid or any items of the Bid in foreign currency, conversion of the evaluated Bid Price to Sri Lanka Rupees for the purpose of comparison of Bids shall be made as at the selling rates of the respective currency as published by the Central Bank of Sri Lanka as at the date 28 days prior to the date of submission of Bids.
 - (e) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations, or alternative offers if permitted under ITB Sub-Clause 18.2.



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- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding Documents shall not be taken into account in Bid evaluation.
- 30.4 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 30.5 If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and programme proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security set forth in ITB Clause 35 be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 30.6 After evaluation of Bids in accordance with the procedures described under Clauses 28, 29 and 30, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Procurement Appeal Board at the address given in the Bidding Data. Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given in the Bidding Data shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer has changed the original contract award decision in favour of the bidder who has made such representation.
- 31 Preference for Domestic Bidders
- 31.1 When competition with foreign bidders, the domestic preference shall be given as specified in the Bidding data.

F. Award of Contract

- 32 Award
- 32.1 Subject to procedures if provided under Sub-Clause 33 under Bidding Data and Subject to ITB Clause 34, the Employer will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the Bidding Documents pursuant to ITB Clauses 30 and 32 (if applicable), provided that such bidder has been determined to be (a) eligible in accordance with the provisions of ITB Sub-Clause 3, and (b) qualified in accordance with the provisions of ITB Clause 4 & 5.
- 32.2 Even though the bidders meet the eligibility and qualification criteria specified, they are subjected to disqualify if they have:



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