

Form of Bid

Name of Contract: Desilting of Existing Storm Water Line Avarihena Road to Open University

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

Gentleman,

1. Having examined the Standard Bidding Document – Procurement of Works [ICTAD/SBD/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 nosfor the sum of Sri Lankan Rupees
.....
.....(LKR.....) or such other sums 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 16.04.2024** 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 thisday of20.....in the capacity ofduly authorized to sign tenders for and on behalf of (IN BLOCK CAPITALS)

Signature : Name:

Designation :Address :

Witness Signature: Name, Address, NIC number:

Qualification Information

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

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

Section - 5

BIDDING DATA AND CONTRACT DATA

G. Bidding Data

Instructions to Bidders

Clause Reference

(1.1) The Employer is

Name: Colombo Municipal Council

Address : Town Hall, Colombo 7.

The Work consists of: Desilting of Storm Water Line

(Contract number : **ME/ME/DR/63/2023**)

located at: Avarihena Road to Open University

Intended Completion Date is **180 Days** from the start Date.

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

Projects Management Division, Town Hall, Colombo 7.

The non-refundable fee is Rs.5750.00(including VAT)

The Bid forms will be issued **till 10.00 hours 18.10.2023**

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

(4.2) The registration required

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

Grade: **CIDA grade C7, C8 & C9**

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

- ❖ CIDA Registration;
Registration number
Grade
Specialty
Expiry Date
- ❖ VAT Registration number
- ❖ Construction Programme
- ❖ Legal Status (Sole Proprietor, Partnership, Company etc.)
- ❖ 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)

b. Experience in the construction of contracts of similar nature over the last 5 years shall be 6 months.

c. Following technical & managerial Staff:

1. A qualified Civil Engineer with IESL membership and have at least 5years experience in similar nature of work.
2. A qualified Technical Officer in a related field with experience of similar nature work.

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

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

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

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

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

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

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

(15.1) **The Bid shall be valid till 16.04.2024**

(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.110,000.00**
- **Valid until- 16.05.2024**
- 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.

(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: Desilting of Existing Storm Water Line Avarihena Road to Open University
Contract no: ME/ME/DR/63/2023

(19.2) c. Bidders name & address should not be written on each envelop. That any words mark or other reference on the cover or envelop identifying the name of the Bidder with change the Bid to be invalid.

(20.1) **The deadline for submission of Bids shall be till 10.00 hours on 19.10.2023.**

- (34.0) The performance security shall be 5% of the Initial Contract Price mentioned in the Letter of Acceptance or as per the Public Finance Circular 03/2020(i) v. dated 11.01.2021
- (36.0) The process of appointment of the Adjudicator shall be executed in accordance with the conditions of contract at a date during the contract when parties agree such an appointment is worthwhile.

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

Contract Data

(Please note that the Clause numbers, 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 Desilting of Storm Water Line
Contract number is ME/ME/DR/63/2023
The Site is Located at Averihena Road to Open University

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

- (2.2)** Sectional Completion of work is specified as follows.
Not applicable

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

- (8.1)** Schedule of other contractors: **None**

- (9.1)** Schedule of key personnel:

Minimum persons with qualifications and experience to be defined,

- 1. A qualified Civil Engineer with IESL membership and have at least 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.**

- (13.1)** The minimum insurance covers shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer):

- (a) *
- The minimum cover for insurance of the Works and of plant and Materials is 110% of Initial Contract Price
 - The maximum deductible for insurance of the Works and of Plant and Materials is 5% of Initial Contract Price

- (b) * The minimum cover for loss or damage to Equipment is 5% of Initial Contract Price
- The maximum deductible for insurance of Equipment is 5% of Minimum cover.
- (c) * The minimum cover for insurance of other property (other than the site) is 5% of Initial Contract Price.
- (d) The minimum cover for personal injury or death,
- * for third party and employees of the Employer and other Persons engaged by the Employer in the Works is Rs. 200,000.00 per event.
- (13.2) The minimum cover for personal injury or death shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer)
- for the Contractor's workmen is Rs. 200,000.00 per event
 - Contractor's employees other than workmen are Rs. 200,000.00 per event.
- (14.1) The following site investigation reports are annexed as Appendices:
- No appendices**
- (17.1) The intended Completion Date for the whole of works shall be **180 days**
- (21.1) The site Possession Date shall be **14 Days** from Letter of Acceptance
- (27.1) The Contractor shall submit a programme for the works within **14 days** of delivery of the Letter of Acceptance.
- (27.3) The Contractor shall submit updated program of work for every ----- days. Not applicable
- (27.4) Withholding amount for not complying with above 27.1 & 27.3. Not applicable
- (35.1) The Defects Liability Period is **365 Days**
- (39.2) Engineer may order variations in such a way that contract value of the project is not exceeded.
- (47.1) The contract price is **subjected to price adjustment**

Formula used to calculate price Fluctuation

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

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

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

The following elements do not consider for the Price fluctuations.

- Preliminaries (Item 1.0)
- Additional works

- (48.1) The retention from each payment shall be **10%** of the certified work done. The limit of retention shall be **5%** of the Initial Contract price.
- (49.1) The liquidated damages for the whole of the works shall be **Rs. 2000** per Day. The maximum amount of liquidated damage for the whole of the Works shall be **10%** of the Contract price.
- (51.1) Contractor shall be paid an advance payment only on submission of an unconditional Bank Guarantee obtained from a reputed Bank registered in Central Bank of Sri Lanka. The value of the Bank guarantee shall be equivalent to the eligible amount calculated as per conditions of contract and it shall be valid till the end of intended completion date or an extension of intended completion date. Contractor shall extend the validity of the Bank guarantee for extension of intended completion date without any notification by the employer. Employer shall demand the advance payment guarantee for such failure of the contractor to extend its validity without any notification to the contractor.
- (52.1) The performance security shall be **5%** or as per the Public Finance Circular 03/2020(i) v. of the Initial Contract Price. This security shall be unconditional on demand and f the Initial Contract Price. This security shall be unconditional on demand and valid till 28 days beyond the intended completion date or any extended intended completion date. Contractor shall extend the validity of performance security for any extension of intended completion date without any notification by the employer. Employer shall demand the performance security for such failure of the contractor to extend its validity without any notification to the contractor.
- (60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **25%**

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

Desilting of Existing Storm Water Line Avarihena Road to Open University**Bill Number 01 - Preliminaries**

Serial No	Description	Unit	Amount in Rs.
1	Provincial sum for providing a Performance security.	Provisional sum	8,000.00
2	Provincial sum for providing a Advance Payment security.	Provisional sum	30,000.00
3	Provincial sum for insurance of works, Machinery & Equipment, Plant, Material, third party persons & property and Employer's personnel & property at site as per the Contract.	Provisional sum	11,000.00
4	Provincial sum for insurance against accidents and injury to Contract's personnel as per the contract.	Provisional sum	11,000.00
	Contract's Facilities		
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.	Item	
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 drawings prepared by the contractor and concurred by the Engineer. The Lump sum shall also include for altering, modifying, or dismantling and re-erecting within the site all temporary buildings/structures if required.	Item	
7	Allow lump sum for constructing, maintaining, dismantling and removal on completion of the Works, temporary building in accordance with the plans prepared by the contractor and concurred by the Engineer to accommodate the following: 1. Worker's rest room, canteen facilities, kitchen 2. Toilet and wash areas. 3. Sick/First - Aid room 4. Accommodation for contractor's staff and workmen including sanitary facilities on site of applicable. facilities to workman shall conform to the latest public health and industrial regulations.	Item	
8	Allow lump sum for providing accommodation including sanitary facilities and transport for contractor's staff and workmen off site.	Item	

Serial No	Description	Unit	Amount in Rs.
9	Allow lump sum for providing telephone and facsimile facilities, electricity and water servicers for contractor's site office for their use in connecting with the works.	Item	
10	Allow lump sum for maintenance, rental, consumption chargers etc. For telephone and facsimile facilities, electricity and water servicers for contractor's site office for their use in connecting with the works.	Item	
11	Allow lump sum for contractor's transport facilities at site.	Item	
12	Allow lump sum for employing a licensed land surveyor to define the building site work etc., check 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	
13	Allow lump sum for setting out of works in accordance with drawings and other written information given by the Engineer.	Item	
	Quality, Standards and progress		
14	Allow lump sum for provision of provision of progress reports including photographic records and other schedules included in the ICTAD publication Guidelines for effective construction management. (ICTAD/CM/01), relevant to contract administration as directed by Engineer	Item	
15	Allow lump sum for all cost in connection with preparing samples for testing, making arrangement for testing of Materials, goods etc, as stipulated in the specification, obtaining test reports and submitting the same to the Engineer.	Item	
16	Allow lump sum for provision of shop drawings, bar schedules etc for Engineer's approval.	Item	
17	Allow lump sum for provision of 2 sets of (hard copies and soft copies) as-built drawings of all services, for Engineer's approval.	Item	
	Health, Safety and Environment		
18	Allow lump sum for following services throughout the period of construction for the Engineer's Office, contractor's site office and worker's rest room and other facilities; a. Employing workmen to clean and maintain all areas to be in good hygienic conditions including toilets, wash areas, kitchen etc. b. Supplying adequate drinking water, water for washing purposes, soap, detergent, etc. throughout the period of construction.	Item	

Serial No	Description	Unit	Amount in Rs.
19	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	
20	Allow lump sum for making adequate provisions against air and noise pollution of surrounding areas. Hoarding and dust screens shall be provided to control dust escaping to surrounding areas.	Item	
21	Allow lump sum for maintaining the site clean and orderly manner at all times and during the entire contract period.	Item	
22	Allow lump sum for demobilization, removal of all rubbish & debris and clearing up site on completion, leaving all in good order and handing over.	Item	
23	Allow lump sum for employing and adequate number of security personnel and security systems on full time basis throughout the period of construction, and providing for necessary security lighting and warning system.	Item	
24	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	
25	Allow lump sum for protection of public and private services at site. The Contractor shall take due care to protect, water supply and drainage systems, telephone and over head/ buried electrical cable etc. Whose locations are identified and make available to bidders at the time of bidding, unless earmarked for demolition, during the execution of the works. The contractor is to make good any damage due to any cause within his control at his own expenses or pay any cost and charges in connection therewith.	Item	
26	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 mains or any other alternative method of water supply, storage and reticulation.	Item	
27	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	
28	Allow lump sum for providing hoisting equipment and other plants for the use of the works on site (dry Hire)		
29	Allow lump sum for providing small machinery and equipment for the use of the works at site	Item	

ORIGINAL

Serial No	Description	Unit	Amount in Rs.
30	Allow lump sum for erecting and maintaining scaffolding and / or self climbing platform. Such scaffolding etc. shall be removed on completion and all works disturbed shall be made good.	Item	
31	Allow lump sum for stamp duty in accordance with the prevailing regulations of the Government	Item	
	Total carried over to summary		