

**DUPLICATE**

## **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)

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**Section - 1**

**INSTRUCTIONS TO BIDDERS**

**Note: It is the responsibility of the bidders to comply with all the requirements given in the bidding document.**

**Colombo Municipal Council**

**Rehabilitation of Existing Ponds at Viharamahadevi Park**

**Bid number: ME/ME/ML/264/2021**

1. Municipal Commissioner, Colombo Municipal Council, on behalf of Colombo Municipal Council invites sealed bids from eligible and qualified bidders for **Rehabilitation of Existing Ponds at Viharamahadevi Park** as described below.  
The construction period for the project is **210 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(ii) and Public finance Circular No 04/2016(iii), N003/2020 and 04/2020
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements.  
**Building Construction Contractor belonging to CIDA grade C07 & C06**
4. Qualification requirements to qualify for contract award include:
  - a. **Bidder shall assign a qualified Civil Engineer for the project.**
  - b. **Bidder shall assign a qualified technical officer in the relevant field for the project**
5. 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](http://www.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 14/03/2022** 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.5,400.00 (including VAT). The method of payment will be in cash: or
  - **Download from the CMC website** ([www.colombo.mc.gov.lk](http://www.colombo.mc.gov.lk)). Non-refundable bidding document fee of Rs.5,400.00/- 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.

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

Drainage & Water Supply Division,  
Maligakanda,  
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 15/03/2022** 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.
8. **Bids shall be valid till 11/09/2022**
9. All bids shall be accompanied by unconditional on demand **bid security of Rs.120,000.00** in the form of a guarantee obtained from a reputed Bank or Insurance Company in Sri Lanka. **Bid security shall be valid till 11/10/2022**

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



## A. General

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### 1. Scope of Bid

- 1.1 The 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 59.2(g) of the Conditions of Contract (Section 3) which shall apply to any bidder.

#### **4 Eligibility and Qualification of the Bidder**

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##### **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.



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## 8 Content of Bidding Documents

- 8.1 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.

- 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.

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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.

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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 adjustment 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 declaring as appropriate.

#### 5. Bid Security and

-Securing Declaration 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.

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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.

## **7. 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.

## **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



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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**

#### **9. 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.

#### **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 18 and 19, 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.

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## **E. Bid Opening and Evaluation**

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- 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 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 resealed 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 reseal all the opened envelopes in the presence of the bidder's representatives.

### 1. 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.

### Clarification of Bids

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- 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.



27.1 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.

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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 provision, 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 to 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.

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**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 disqualify 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.

**3. 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")



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.

#### 14. 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.

#### Advance Payment

##### d 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.

### 36. Adjudicator

36.1 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.

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## **Section - 2**

### **STANDARD FORMS [CONTRACT]**

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



**Note:**

It is the responsibility of the bidders 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.

**Notes on Standard Forms:**

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- 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]

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To: \_\_\_\_\_ [date]

[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 identification number] for the Contract price of \_\_\_\_\_ [name of currency] \_\_\_\_\_ [amount in figures and words] as corrected 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 (TAD).

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).

Authorizes Signature: \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_



## STANDARD FORM: AGREEMENT

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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 thereto have caused this Agreement to be executed the day and year aforementioned, in accordance with laws of Sir 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)

10  
DUPLICATE

-----[Issuing  
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 -----  
O ----- (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 -  
-----[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, 28  
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

15  
**DUPLICATE**

----- [ 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(s)]





FORM OF RETENTION MONEY GUARANTEE

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DUPLICATE

.....  
*Name and Address of Issuing Branch or Office*

*[Issuing Agency's*

**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  
are 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)]*

**DUPLICATE**

### **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/01-2<sup>nd</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, "Savsiripaya", 123, Wijerama Mawatha, Colombo 07.

DUPLICATE

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



**DUPLICATE**

**Section - 4**

**FORM OF BID AND QUALIFICATION  
INFORMATION**

DUPLICATE

## Form of Bid

Name of Contract: Rehabilitation of Existing Ponds at Viharamahadevi Park

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 nos .....for 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 11/09/2022** 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, NIC number: .....

**DUPLICATE**

## Qualification Information

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

<b>ICTAD 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 NPA or any other Agency? ( Yes/No)	
If yes provide details	
<b>VAT Registration Number</b>	
Construction Program	(attach as annex)
Legal status	(attach relevant status copies, as annex)
<b>Value of Construction works performed in last 5 years</b>	
(attach copies of Certificate of Completion etc and other documents such as profit-loss and income expenditure statement)	
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>	<b>Technical:</b> 1. A qualified Civil Engineer 2. A qualified Technical Officer in the relevant field  (attach educational, professional, experience certificates of each person)



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DUPLICATE

**Section - 5**

**BIDDING DATA AND CONTRACT DATA**

## G. Bidding Data

DUPLICATE

### Instructions to Bidders

#### Clause Reference

**(1.1) The Employer is**

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

The Work consists of: Rehabilitation of Existing Ponds (Contract number ME/ME/ML/264/2021) located at Viharamahadevi Park. Intended Completion Date is **210 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. 5,400.00(including VAT)  
The Bid forms will be issued **till 10.00 hours 14/03/2022**

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

**(4.2) The registration required**

Specialty: **Building Construction Contractors**

Grade: **CIDA grade C07 & C06**

**(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.)
- ❖ Qualifications and experience of key site management and technical personnel proposed for the Contract;

**(4.4) \* Following technical & managerial Staff:**

1. A qualified Civil Engineer
2. A qualified Technical Officer in the relevant field

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

Name: Director Engineering (LM&ED)  
Address: LMED Division, Colombo  
Municipal Council, Town Hall, Colombo 07.  
E-mail: directorlmedcmc@gmail.com

- (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. 5.0 Million should submit PCA 3 after registration with the Public contract registrar.
  - b) Proof documents pertained with invitation for bids and with above 4.3, 4.4
- (13.3) VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the BOQ.
- (13.4) The Contract is not subjected to price adjustment in accordance with Claus 47 of the Conditions of Contract.
- (15.1) **The Bid shall be valid till 11/09/2022**
- (16.1) Bid shall include a Bid Security using the form included in Section 9.
- (16.2) **Bid Security shall be:**
- For an amount **Rs120,000.00**
  - **Valid until 11/10/2022**
  - 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 – **No pre- bid meeting**
- (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: Rehabilitation of Existing Ponds at Viharamahadevi Park  
Contract number: ME/ME/ML/264/2021
- c. Bidders name & address should not be written on each envelop. That any words mark or other reference on the corner or envelop identifying the name of the Bidder with change the Bid to be invalid
- (20.1) **The deadline for submission of Bids shall be till 10.00 hours on 15/03/2022**
- (34.0) The performance security shall be **5%** or as per the Public Finance Circular 03/2020(i) v. of the Initial Contract Price mentioned in the Letter of Acceptance.
- (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.



**DUPLICATE**

## 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 (LED), Colombo Municipal Council.

**(1.0) The works consists of Rehabilitation of Existing Ponds at Viharamahadevi Park  
Contract number is ME/ME/ML/264/2021**

**(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 for the Project**

**2. A qualified Technical Officer in the relevant field**

**(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 **210 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.

(44.1) The following event shall also be compensation events.

Rainfall of more than 50mm per day (with proof documents from Department of Meteorology, Sri Lanka only for work opened to rain)

- (47.1) The contract price is **not subjected to price adjustment**
- (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 **0.05%** of Initial Contract Price per Day
- (50.1) The maximum amount of liquidated damages for the whole of works shall be **10%** of the Initial 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(1) v. of the Initial Contract Price. This security shall be unconditional on demand and f the Initial Contract Price. This security shall be unconditional on demand and valid till 28 days beyond the intended completion date or any extended intended completion date. Contractor shall extend the validity of performance security for any extension of intended completion date without any notification by the employer. Employer shall demand the performance security for such failure of the contractor to extend its validity without any notification to the contractor.
- (60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **25%**



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**DUPLICATE**

**Section - 6**

**SPECIFICATIONS**

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

**DUPLICATE**

• **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**

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DUPLICATE

COLOMBO MUNICIPAL COUNCIL  
MUNICIPAL ENGINEERS' DEPARTMENT

Issued to: .....

Form fee: ..... Form fee receipt No .....

**BILL OF QUANTITIES AND SCHEDULE OF RATES**

Description of work : REHABILITATION OF EXISTING  
PONDS AT VIHARAMAHADENI PARK  
COLOMBO 7

Drawing No : .....

**Bill NO 1 – Preliminaries**

**Note :**

The pricing of this bill is optional. But, omission to price this bill will not exempt the bidder from complying with the Conditions of Contract and the cost of executing these items shall be deemed covered by the other rates and prices in the Bill of Quantities. This will be paid pro-rata according to the work done on each of the bills tendered for.

s bill provides for the typical general items complementary to the works which are required to be provided by the Contractor in compliance with the General Conditions of Contract (General obligations).

The Contractor should price item 15 for the minimum personnel stipulated in the Bid document for providing Construction Management Services above the supervisory grade.

The Bidder in pricing the provisional item 15 shall furnish the names and qualifications of such personnel and indicate whether they are in house or on contract, and if on contract accompany a firm commitment from the individual or the firm. Payment against provisional items will be certified by the Engineer on compliance by the Contractor in the manner listed in Clause 63 of Conditions of Contract.

*[Signature]*  
Engg (S) K. S. M. DE SILVA  
Bills and Estimates  
Colombo Municipal Engineer's Shop

*[Signature]*



DUPLICATE

Item No	Description	Amount (Rs)
1	Allow Lump Sum for providing security bonds and guarantees etc. (Item)	
2	Allow Lump sum for providing a performance guarantee/ Bond. (Item)	
3	Provide Lump sum for Insurance of the Works, Plants and Materials at site.(Item)	
4	Provide Lump sum for Insurance of Equipment (Item)	
5	Provide Lump sum for Insurance of other property (Item)	
6	Provide Lump sum for Insurance against personal injury of. a) the Contractor's workmen. b) Contractor's employees other than workmen. c) Third party and employees of the Employer and other persons engaged by the Employer. (Item)	
7	Provide Lump sum for taking adequate precautions to minimize noise or other disturbances and for covering any claims against noise and disturbance. (Item)	
8	Provide Lump sum for taking adequate precautions to minimize any damage to existing services, structures etc. and for making good and restoring the damaged such services, structure etc to the satisfaction of Engineer (Item).	
9	Provide Lump sum to construct, equip and maintain temporary buildings for protection and storage of Materials and plant and workshops.(Details with layout to be supplied with the Bid) (Item)	
10	Provide Lump sum to construct, furnish and maintain Contractor's office (details with layout to be supplied with the Bid) (Item)	

  
 Eng. (Ms) K.D.U.M. De Silva  
 Electrical Engineer  
 Municipal Workshop

DUPLICATE

Item No	Description	Amount (Rs)
1	Allow Lump Sum for providing security bonds and guarantees etc. (Item)	
2	Allow Lump sum for providing a performance guarantee/ Bond. (Item)	
3	Provide Lump sum for Insurance of the Works, Plants and Materials at site.(Item)	
4	Provide Lump sum for Insurance of Equipment (Item)	
5	Provide Lump sum for Insurance of other property (Item)	
6	Provide Lump sum for Insurance against personal injury of. a) the Contractor's workmen. b) Contractor's employees other than workmen, c) Third party and employees of the Employer and other persons engaged by the Employer. (Item)	
7	Provide Lump sum for taking adequate precautions to minimize noise or other disturbances and for covering any claims against noise and disturbance. (Item)	
8	Provide Lump sum for taking adequate precautions to minimize any damage to existing services, structures etc. and for making good and restoring the damaged such services, structure etc to the satisfaction of Engineer (Item).	
9	Provide Lump sum to construct, equip and maintain temporary buildings for protection and storage of Materials and plant and workshops.(Details with layout to be supplied with the Bid) (Item)	
10	Provide Lump sum to construct, furnish and maintain Contractor's office (details with layout to be supplied with the Bid) (Item)	

  
 Eng. (Ms) K.D.U.M. De Silva  
 Electrical Engineer  
 Municipal Workshop

**DUPLICATE**

Item No	Description	Amount (Rs)
11	Provide Lump sum to construct, furnish and maintain temporary sheds for Contractor's staff accommodation. (Details with Layout to be supplied with the Bid) (Item)	
12	Allow Lump sum for providing sanitary facilities for Workmen. (Item)	
13	Provide Lump sum to construct, furnish and maintain Engineer's housing and offices. (Details as stipulated in tender document) (Item)	
14	Provide Lump sum for diversion / access roads and traffic control and maintenance of same. (Item)	
15	Allow <b>Provisional sum</b> for construction Management services (Details of services to be provided by the Contractor should be in accordance with the minimum requirements specified in the Instructions to Bidders) (Item)	
16	Allow lump sum for provision of programmes, progress charts, cash flow forecasts, schedules, shop drawings, etc. (Item)	
17	Allow <b>provisional sum</b> for stamp duty in accordance with the prevailing regulations of the Government. (Item)	
18	Allow for <b>provisional sum</b> for giving notices, obtaining permits and the payment of fees in compliance with the requirement of the Governmental, semi Governmental, Local Authority or other Public Authorities (Item)	
19	Provide Lump Sum for setting out of the works (Item)	
20	Provide Lump Sum for supplying water for use of the works (Item)	
21	Provide Lump Sum for supplying electricity for the use of the work (Item)	



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DUPLICATE

Item No	Description	Amount (Rs)
22	Provide Lump Sum for telephone and other services required for carrying out the works (Please specify other services - if any (Item)	
23	Provide Lump Sum for necessary protective fencing, boarding etc (Item)	
24	Provide Lump Sum for necessary warning notices, night lighting etc. (Item)	
25	Provide Lump sum for protecting and safe guarding the works, materials & plants against damage, trespass and carrying out tests etc.	
26	Allow provisional sum for supplying specimens & samples of materials & carrying out tests etc.	
27	Provide Lump Sum for erection of Notice Board (Item)	
28	Allow provisional sum for erection of Project Name Boards as per detail sketch.	
29	Provide Lump Sum for removal of all rubbish & debris and clearing up site on completion, leaving all in good order & handing over (Item)	
30	Provide Lump sum for providing facilities and services and sharing the site with other contractors, public authorities, utilities and the Employer (Item)	
31	Allow Lump sum for complying with Conditions of Contract not specified above. (Item)	
	Total carried over to Summary	

(12)  
(35)

**BILL OF QUANTITIES FOR REHABILITATION OF EXISTING PONDS AT VIHARAMAHADEVI PARK  
COLOMBO-07**

Item No	Description	Qty.	Unit	Rate	Amount
	<b>Note:</b>  <b>BILL NO. C</b> <b>DEMOLITION</b> <b>Note:</b> 1. Prior to do pricing the Contractor is advised to do a detail inspection of the site related to all items mentioned under Bill No. C 2. Rate to be included for handing over all serviceable materials to CMC as directed by the site Engineer, with a certified inventory issued by Site Engineer. 3. Following item allow for disconnection or plugging water, sewer connections and making good all damages to walls and floor etc. (Rate to be included necessary con. & cement & sand mortar) 4. Rate shall include carting away debris for the following items.				
C.1	Allow for removing existing 90mm PVC pipes in ponds.	100.00	m		
C.2	Allow for removing existing 63mm PVC pipes in ponds.	30.00	m		
C.3	Removing existing fiber glass coat as per engineers instruction in Pond .(D,E,F,)	345.00	m <sup>2</sup>		
C.4	Chipping the existing vertical and bottom surface to make proper bonding with fresh concrete .(pond.D,E,F,G)	412.00	m <sup>2</sup>		
	<b>Total carried over to summary</b>				
	<b>BILL NO.F</b> <b>CONCRETE WORK</b> <b>Note:</b> Rates shall be included for 1. Mixing, handling, hoisting and depositing into position. 2. Packing around reinforcement and vibrating. 3. Curing and clearing as specified.				
F.1	50mm thick Grade 20 concrete in bed with making expansion joints @ 5m intervals .	270.00	m <sup>2</sup>		

**DUPLICATE**

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Item No	Description	Qty.	Unit	Rate	Amount
F.2	50mm thick Grade 20 concrete in wall with making expansion joints @ 5m intervals.	70.00	m <sup>2</sup>		
	<b>F2 - FORM WORK</b> <b>Note:</b> Quality of the form work should be approved by the engineer prior to erection. Shuttering should be 15 mm thick plywood for following.				
F 2.1	Form work for side of the pond walls in pond.	70.00	m <sup>2</sup>		
	Total carried over to summary				
	<b>BILL NO H</b> <b>WATER PROOFING</b> The water proofing contractor (or sub contractor) should be a registered specialist contractor at the ICTAD in the category of water proofing.  The contractor shall submit a written warranty of at least 10 year to cover on the quality of the material, suitability of the material for the situation and the workmanship including water tightness.  The water proofing material shall confirm to relevant British, Euro or ASTM specifications.  a. Apply polymer modified cementitious two component material (MAPELASTIC waterproofing system or equivalent) with reinforce fabric all (fiber glass mesh) vertical/horizontal area with (MAPEI FIBER or equivalent).  b. Cure the application for 2 days. c. Check for water tightness.				
H-05	Apply for base, wall & motor pits with necessary angle fillets & curved angular edges in pond (D,E,F,G)	412.00	m <sup>2</sup>		
	Total carried over to summary				

DUPLICATE

Page 2  
Eng. (Ms) K.D.U.M. De Silva  
Electrical Engineer  
Colombo Municipal Workshop  
Korumbura Road, Korumbura



Item No	Description	Qty	Unit	Rate	Amount
	<b>BILL NO.S</b> <b>ELECTRICAL INSTALLATION</b>  <p>Contractor shall take necessary care and action not to damage the existing service connections.</p> <p>The existing electrical wiring and panel boards should be safely covered during civil works.</p> <p>Before starting the working conditions of all lamp fittings, existing pipes existing nozzels, submersible pumps etc should be checked with CMC representative and handed over to CMC representative keep in a safe place.</p> <p>The Contractor should prepare list of removed inventory jointly with the CMC.</p> <p>The existing arrangement of all above items should be clearly marked in a drawing with CMC representative for referring later.</p> <p>After civil works done above removed items should be refixed as before ensuring previous working conditions. The contractor should finish the work with satisfaction of CMC.</p> <p>The Contractor should prepare list of refixed inventory jointly with the CMC at final stage.</p>				
S.1	Removing existing Submersible pumps and accessories in ponds without damaging and handing over to CMC. Should done by a qualified Electrician. (Pond.D,E,F,G).	8	nos.		
S.2	Removing existing Fountain Nozzels and accessories in ponds without damaging and handing over to CMC. Should done by a qualified Electrician. (Pond.D,E,F,G).	30	nos.		
S.3	Removing existing Lamps and accessories in ponds without damaging and handing over to CMC. Should done by a qualified Electrician. (Pond.D,E,F,G).	30	nos.		
S.4	Refixing Submersible pumps and accessories in ponds ensuring the working condition satisfaction of CMC. Should done by a qualified Electrician. (Pond.D,E,F,G). The necessary materials should be supplied if necessary. (Nuts, Bolts, Gaskets, Silicon etc.)	8	nos.		
S.5	Refixing Fountain Nozzels and accessories in ponds ensuring the working condition satisfaction of CMC. Should done by a qualified Electrician. (Pond.D,E,F,G). The necessary materials should be supplied if necessary.	30	nos.		

**DUPLICATE**

*Signature*



BILL OF QUANTITIES FOR REHABILITATION OF EXISTING PONDS AT VIHARAMAHADEVI PARK  
COLOMBO- 07

SUMMARY

DUPLICATE

BILL NO	DESCRIPTION	AMOUNT RS.
BILL NO.01	PRELIMINARIES	
BILL NO. C	DEMOLITION	
BILL NO. F	CONCRETE WORK	
BILL NO. H	WATER PROOFING	
BILL NO. S	ELECTRICAL INSTALLATION	
BILL NO. T	FLOOR AND WALL FINISHES	
BILL NO. X	EXTERNAL WORKS	
	SUB TOTAL	
	ADD 10% CONTINGENCIES	
	TENDER PRICE (BID PRICE)	
	ADD 8% VAT	
	FINAL COST (WITH TAXES)	

SIGNATURE OF TENDERER

DATE: .....

Page 1 of 1  
Electrical Engineer  
Workshop

Signature

Stamp



DUPLICATE

**Section -8**  
**DRAWINGS**

DUPLICATE

**SECTION 9**  
**STANDARD FORMS (BID)**

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**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

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..... [ insert issuing agency's name, and address of issuing branch or office]

**Beneficiary:** 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 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 on 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 obligation(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 on or before that date.

[ signature(s) and name(s) of authorized representative(s)]

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## **SECTION 10**

### **Other documents**