

Section - 2 STANDARD FORMS [CONTRACT]

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

lote:

t 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. DUPLICATE

Notes on Standard Forms:

- Bidders shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of bidding documents.
- Bidders should not complete the Form of Agreement at the time of preparation of bids.
- The successful bidder will be required to sign the Form of Agreement, after the award of contract.
- Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.
- The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the bidders at the time of submission of bids.
- The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.



FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]



	[date]
	To:
	[name and address of the Contractor]
	This is to notify you that your bid dated
	accordance with Instructions to Bidders and / or Bidders by a Memorandum of Understanding, is hereby accepted.
	e adjudicator shall be[name and address of the Adjudicator, y agreed] shall be appointed by the Institute for Construction training and Development (ICTAD).
	You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.
	The Start Date shall be: (fill the date as per Conditions of Contract).
	The amount of performance Security is:(fill as per Conditions of Contract).
	The performance Security shall be submitted on or before(fill the date as per Conditions of Contract).
	Authorizes Signature:
-	Name and title of Signatory:
-	Name of Agency :



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STANDARD FORM: AGREEMENT
This AGREEMENT, made the [day] day of [month] 20 [year] between the one part, and [name and address of Employer] (hereinafter called "the Employer") of the one part, and [name and address of Contractor] (hereinafter called "the Contractor") of the other part.
WHEREAS the Employer desires that the Contractor execute [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.
NOW THIS AGREEMENT WITNESSETH as follows:
 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. 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. 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.
thorized signature of Contractor Authorized signature of Employer
COMMON SEAL COMMON SEAL
n the presence of:
Vitnesses:
1. Name and NIC No
2. Name and NIC No



FORM OF ADVANCE PAYMENT SECURITY



	[Name and address of
A	Agency, and Address of Issuing Branch or Office]
IB	Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7
D)ate:
A	DVANCE PAYMENT GUARANTEE No:
(1	Ve have been informed that[name of Contractor] hereinafter called "the Contractor") has entered into Contract No:with you, for
Fi pa	urthermore, we understand that, according to the conditions of the Contract, an advance ayment in the sum[amount in figures] (
At he we sta	t the request of the Contractor, we
Th	ne maximum amount of this guarantee shall be progressively reduced by the amount of the lyance payment repaid by the Contractor.
C. Th	us guarantee shall expire on [Insert the date, 28 days beyond the ended Completion Date]
Con	nsequently, any demand for payment under this guarantee must be received by us at this ice on or before that date.
[sig	gnature(s)]

FORM OF PERFORMANCE SECURITY





	[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
	Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
	At the request of the Contractor, we
	This guarantee shall expire, no later than the Day of20[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.
3	
	signature (s)]
	·

FORM OF RETENTION MONEY GUARANTEE



	[Issuing Agency s
	Name and Address of Issuing Branch or Office]
	Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7.
	Date:
	RETENTION MONEY GUARANTEE No:
	We have been informed that [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No with you, for the execution of (reference number of contract) dated (name of contract) (hereinafter called "the Contract").
4	urthermore, we understand that, according to the conditions of the Contract, when the works have being taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money
	At the request of the Contractor, we
	not attended to the defects in accordance with the Contract.
	This guarantee shall expire, at the latest, [insert 28 Days afterthe end of the Defects Liability Period] Consequently, any demand for payment under this guarantee must received by us at this office on or before that date.

[signature(s)]





Section-3

CONDITIONS OF CONTRACT

Conditions of contract shall be read in conjunction with Section 5-Contract Data, which shall take precedence over the Conditions of Contract





CONDITIONS OF CONTRACT: Conditions of Contract that will be applicable for this Contract is that given in Section – 03 of the Standard Bidding Document – Procurement of Works (ICTAD/SBD/01-2nd 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.

OUPLICATE

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)



Section - 4 FORM OF BID AND QUALIFICATION INFORMATION

Form of Bid

Name of Contract: Disilting of Existing Storm Water Drain at District 03 Area.

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

Gentleman,

[[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
2. I	/We acknowledge that the Contract Data forms part of our Bid.
t	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 Contact within the time stated in the Contract Data.
S	I/We agree to abide by this Bid till 18/05/2022 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.
	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.
<i>7.</i> I	I/We accept I/we do not accept the Adjudicator. I/We understand that you are not bound to accept the lowest or any Bid you may receive.
	thisday of20in the capacity ofduly zed to sign tenders for and on behalf of
Signatu	re : Name:
Designa	ation : Address:
Witness	s Signature: Name, Address, NIC number:

Qualification Information



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

ICTAD REGISTRATION	
Registration number	(attach copies of relevant pages from the registration book)
Grade	
Specialty	
· ·	
Expiry Date	
Blacklisted Contractors	
Have you been declared as a defaulted contr	actor by NPA or any other Agency? (Yes/No)
If yes provide details	
VAT Registration Number	
Construction Program	(attach as annex)
0	
Legal status	(attach relevant status copies, as annex)
Value of Construction works performed	(attach copies of Certificate of Completion etc and other
in last 5 years	documents such as profit-loss and income expenditure statement)
Year	
Year	
Year	
rear	
Year	
Year	
Value of similar works completed in	1. Value Year
last 5 year (indicate only the three	
largest projects)	2. Value Year
	3. Value Year
	3. Value Year(attach copies of certificate of completion etc., as annex)
Qualification and experience of	Technical:
Qualification and experience of Technical Staff at site	1. A qualified Civil Engineer
reclinical stall at site	2. A qualified Technical Officer in the relevant field
	(attack advectional professional arraying a subject of
	(attach educational, professional, experience certificates of each person)
	Faran,



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: Disilting of Existing Storm Water Drain

(Contract number ME/ME/DR/88/2021) located at District 03 Area Intended Completion Date is **270 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 18/11/2021

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

Specialty: Storm Water Drainage Contractors

Grade:

CIDA grade C07 & C08

(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 (Drainage)

Address:

Drainage Division, Colombo

Municipal Council, Maligakanda, Colombo 10.

Fax:

0112692696

E-mail

dirdws@colombo.mc.gov.lk

- (11.1)The language of the bidding document shall be English.
- DUPLICATE (12.0)Any other information required to be completed and submitted with the bid.

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 18/05/2022.
- (16.1)**B**id shall include a Bid Security using the form included in Section 9.
- (16.2)**Bid Security shall be:**
 - For an amount **Rs** 65,000.00
 - Valid until -17/06/2022
 - 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: Disilting of Existing Storm Water Drain at District 03 Area. Contract no: ME/ME/DR/88/2021
- (20.1)The deadline for submission of Bids shall be till 10.00 hours on 19/11/2021
- (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.

Contract Data

OUPLICATE (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 (Drainage),

Colombo Municipal Council.

(1.0)The works consists of Disilting of Existing Storm Water Drain. Contract number is ME/ME/DR/88/2021

The Site is Located at District 03 Area.

- (1.0)The Start Data shall be 21 days from the Letter of Acceptance
- (2.2)Sectional Completion of work is specified as follows.

Not applicable

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



- * 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.
 - * 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 270days
- (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.
- (42.1) The minimum interim payment certificate amount is 5%of the contract sum
- **(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**
- OUPLICATE **(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 2,000 Rs. 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(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



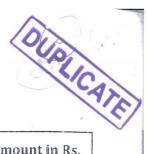
Desilting of Existing Storm water Drains at District 03 Area. Bid number: ME/ME/DR/88/2021

Bill Number 01 - Preliminaries

Serial No	Description	Unit	Amount in Rs.
1	Provincial sum for providing a Performance security.	Provisional sum	4,000.00
2	Provincial sum for providing a Advance Payment security.	Provisional sum	18,000.00
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	7,000.00
4	Provincial sum for insurance against accidents and injury to Contract's personnel as per the contract.	Provisional sum	7,000.00
	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.		
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 reerecting 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.		
8	Allow lump sum for providing accommodation including sanitary facilities and transport for contractor's staff and workmen off site.		

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	9/E

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.		,
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	
	Allow lump sum for provision of shop drawings, bar schedules etc for Engineer's approval.	Item	
	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		r
-	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;	Item	
	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.		



Serial No	Description	Unit	Amount in Rs
19	Allow lump sum for providing all necessary safety safety measures to workmen at site conforming to the latest industrial safety regulations and as directed by the Engineer.		
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.		
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.		
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.		
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 servicers 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 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	
	Allow lump sum for supply of water for the works and paying all chargers 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	
	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	
	Allow lump sum for providing hoisting equipment and other plants for the use of the works on site (dry Hire)		
	Allow lump sum for providing small machinery and equipment for the use of the works at site	Item	
			L

DUPLICATE

Serial No 30	Description 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.	Unit Item	Amount in Rs.
31	Allow lump sum for stamp duty in accordance with the prevailing regulations of the Government	Item	
32	Allow lump sum for providing and maintaining a name board to the specification and/ as direscted by the engineer	Item	
33	Allow lump sum for excavating for trial pits/ trial trenchers as specified or as directed by the Engineer as for locating servicers etc. and reinstating the ground and making good disturbed work to the satisfaction of the Engineer.		
	Total carried over to summary		

MUNICIPAL ENGINEERS' DEPARTMENT - COLOMBO MUNICIPAL COUNCIL
DISTRICT NO 03 - DRAINAGE DIVISION

PROJEC	T NO: 053 / DR02 / 2020 / 26				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO 01				
1.0	Preliminaries	Sum	-Allow	Sum	182,612.63
	BILL NO 02			Juni	102,012.05
2.0	Desilting of storm water drain. Rate shall be included for collecting and placing of all deslited material near the drain.		5		
2.1	From Temple road to Sugathawansa mawatha	m ³	64.80		
2.2	From Kolonnawa road to Sri Dharmarama road	m³	31.20		
2.3	Lesly Ranagala mawatha from 130 watta to serpantine Terrace Canal,	m³	256.50		
2.4	Siri Dhamma mawatha from Temple road to near CMC Dispensary	m³	209.25		
2.5	From Siri Dhamma mawatha to Ela	m³	36.00		
3.0	Transporting, loading and unloading of desilted material within 15 km.	m³	597.75	,	
	Bill No 01 Preliminaries				
	Bill No 02 Storm water drain				
	./ Total				
	Add 10 % Contingencies	- Department	. 20		
	/ Sub Total				The state of the s
	· Add 8% VAT				
/	Grand Total				

Date

Bidder's signature	,