

Section - 5

BIDDING DATA AND CONTRACT DATA

G. Bidding Data

Instructions to Bidders

Clause Reference

(1.1) The Employer is

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

The Work consists of: Proposed Substation Building (Contract number ME/PH/BN/17/2021) located at: No. 104-B, Sir James Peiris Mawatha, Colombo - 02
Intended Completion Date is **90 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. **5400.00** (including VAT)
The Bid forms will be issued **till 10.00 hours 23/11/2021**

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

(4.2) The registration required

Specialty: **Building Construction**

Grade: **CIDA grade C8&C9**

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

- ❖ CIDA Registration;
Registration number
Grade
Specialty
Expiry Date
- ❖ VAT Registration number
- ❖ Construction Programme
- ❖ Legal Status (Sole Proprietor, Partnership, Company etc.)
- ❖ 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 (Projects)
Address: Projects Management Division, Colombo
Municipal Council, Town Hall, Colombo 07.

Fax: 0112692403
E-mail ram7979@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.

Not Applicable

(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 Clause 47 of the Conditions of Contract.

(15.1) The Bid shall be valid till 23/05/2022.

(16.1) Bid shall include a Bid Security using the form included in Section 9.

(16.2) Bid Security shall be:

- For an amount **Rs33,000.00**
- **Valid until-22/06/2022**
- 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: Proposed Substation Building for No. 104-B, Sir James Peiris Mawatha, Colombo - 02

Contract no: ME/PH/BN/17/2021

(20.1) The deadline for submission of Bids shall be till 10.00 hours on 24/11/2021

(34.0) The amount of Performance Security is **5%** 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

(Please note that the Clause nos, given hereunder are that of Conditions of Contract)

(1.0) The Employer is

Name: Colombo Municipal Council

Address: Town Hall, Colombo 7.

Name of Authorized Representative: Municipal Commissioner, Colombo Municipal Council.

(1.0) The Engineer is

Name : Deputy Municipal Commissioner (Engineering Services)

Address : Municipal Engineers' Department, Colombo Municipal Council,
Town Hall, Colombo 7.

Name of Engineer's Representative: Director Engineering (Projects),
Colombo Municipal Council.

(1.0) The works consists of general building construction work. Contract number is
ME/PH/BN/17/2021

The Site is Located at No. 104-B, Sir James Peiris Mawatha, Colombo - 02

(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 **90 days**

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

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

(27.3) The Contractor shall submit updated program of work for every ----- days.
Not applicable

(27.4) Withholding amount for not complying with above 27.1 & 27.3. Not applicable

(35.1) The Defects Liability Period is **365 Days**

(39.2) Engineer may order variations in such a way that contract value of the project is not exceeded.

(47.1) The contract price is **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. The maximum amount of liquidated damage for the whole of the Works shall be **10%** of the Contract price.
- (51.1)** Contractor shall be paid an advance payment only on submission of an unconditional Bank Guarantee obtained from a reputed Bank registered in Central Bank of Sri Lanka. The value of the Bank guarantee shall be equivalent to the eligible amount calculated as per conditions of contract and it shall be valid till the end of intended completion date or an extension of intended completion date. Contractor shall extend the validity of the Bank guarantee for extension of intended completion date without any notification by the employer. Employer shall demand the advance payment guarantee for such failure of the contractor to extend its validity without any notification to the contractor.
- (52.1)** The performance security shall be **5%** of 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%**