

Addendum – 02

Bidding Conditions

Ref Clause No	Reference clauses	Amended Clauses
1.1	<p>Consultancy firms (except firms consisting of one individual) of carried out similar nature of projects. The consultancy firm shall be a partnership, Limited liability company or joint venture.</p> <p>Bids submitted by a joint venture of two or more firms as partners shall company with the following requirements.</p> <ol style="list-style-type: none"> The bid shall include all the information listed in schedules in the contract document. The bid Security, the Bid and in case of a successful Bid, the Agreement shall be signed so as to be legally binding on all partners. One of the partners shall be nominated by other authorizing to act for an on behalf of the joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners: The partner so authorized shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge: All partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall 	<p>Consultancy firms (except firms consisting of one individual) of carried out similar nature of projects. The consultancy firm shall be an Individual business, Partnership, a Limited liability Company or a Joint Venture.</p> <p>Bids submitted by a joint venture of two or more firms as partners shall company with the following requirements.</p> <ol style="list-style-type: none"> The bid shall include all the information listed in schedules in the contract document. The bid Security, the Bid and in case of a successful Bid, the Agreement shall be signed so as to be legally binding on all partners. One of the partners shall be nominated by other authorizing to act for an on behalf of the joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners: The partner so authorized shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge: All partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms,

	<p>be included in the authorization mentioned under © above, as well as in the bid and in the Agreement (in case of a successful Bid- and</p> <p>f. A copy of the joint venture agreement entered into by all partners shall be submitted with the Bid. Alternatively, a memorandum of understanding to execute a joint venture agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid. Together with a copy of the proposed agreement.</p>	<p>and a statement to this effect shall be included in the authorization mentioned under © above, as well as in the bid and in the Agreement (in case of a successful Bid- and</p> <p>f. A copy of the joint venture agreement entered into by all partners shall be submitted with the Bid. Alternatively, a memorandum of understanding to execute a joint venture agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid. Together with a copy of the proposed agreement.</p>
5	<p>Each Bidder shall submit a bid security worth of 2% of the Initial Contract Price valid till the date given in the bid notice. The Bid Security shall be on demand unconditional guarantee and obtained from a reputed Bank or Insurance Company. The bid security may be forfeited.</p> <p>(a) if the bidder withdraws his bid during the period of bid validity;</p> <p>(b) if the bidder does not accept the correction of arithmetical mistakes of his bid price.</p> <p>(c) in the case of successful bidder, if he fails within the specified time limit to</p> <ol style="list-style-type: none"> i. Sign the agreement ii. Furnish the required performance security 	<p>Each Bidder shall submit a bid security worth of 2% of the Initial Contract Price valid till the date given in the bid notice. The Bid Security shall be on demand unconditional guarantee and obtained from a reputed Bank or Insurance Company, or a cash deposit to the Colombo Municipal Council. Cash deposit shall be made to the shroff of Municipal Treasures department by producing the payment details issued by the Project Management Division on or before 3.00 p.m of the working days and original receipt of the cash deposit shall be submitted along with the Bid. The bid security may be forfeited.</p> <p>(d) if the bidder withdraws his bid during the period of bid validity;</p> <p>(e) if the bidder does not accept the correction of arithmetical mistakes of his bid price.</p> <p>(f) in the case of successful bidder, if he fails within the specified time limit to</p> <ol style="list-style-type: none"> i. Sign the agreement ii. Furnish the required performance security