

DUPLICATE**Section - 5****BIDDING DATA AND CONTRACT DATA**

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Special Bidding Data

Calling rates for construction of trench excavation, backfilling, concreting and road reinstatement for pipe laying of storm water lines and sewage lines and construction of manholes in order to register contractors in Colombo Municipal Council Drainage division to carry out the aforesaid work in Colombo Municipal area.

1. The eligible bidders to submit bids in this tender are those who possess a valid business registration certificate and have experience in this type of work with ICTAD C grade for water supply and drainages. The project on estimated cost will be assigned according to the financial limit of C grade category of the qualified and registered bidders. (eg. A contractor of ICTAD grade C7 or above will be give projects with estimated cost up to Rs. 10,000.000.00)
2. The scope of this tender is to select contractors to undertake drainage construction items in the form of Bid for equal rates. Bidders shall participate in negotiations and be agreeable to bring down the rate to each item to the rate of the lowest bidder to qualify for registration.
3. Bidders shall quote rates for all items in the Form of Bid (Section 4) issued with bidding documents.
4. Each bidder shall submit a bid security of worth Rs. ^{120,000.00}~~500,000.00~~ valid till the date given in newspaper advertisement. This bid security shall be on demand unconditional guarantee and obtained from a reputed Bank or insurance Company.
5. The bid shall be valid till the date given in newspaper advertisement.
6. This contract will be awarded for a period of 1 year from the date of signing of agreement and price escalations shall not be paid during the whole period of contract.
7. Bidder shall have experience of at least 1 year in similar types of work.
8. Bids shall be submitted in duplicate as follows.

An envelope marked "ORIGINAL" shall comprise of following documents.

- A. Priced form of Bid (Section 7) duly filled and signed.
- B. Copy of Business registration certificate.
- C. Copy of ICTAD grade C for drainage and water supply.
- D. Bid security.
- E. Special Bidding Data (Section 9) duly signed.
- F. Special Contract Data (Section 2) duly signed.
- G. Proof documents for 7 above with Letters of acceptance and completion certificates
- H. Power of attorney for signatory of the bid (if necessary)
- I. Copies of Memorandum of articles/ Articles of association (In case of a limited liability company)

An envelope marked "DUPLICATE" shall comprise of following documents

- a) Priced from of Bid (Section 7) duly filled & signed
- b) Special Biding Data (Section 9) duly signed
- c) Special Contract Data (Sections 2) duly signed

Both the envelops shall be inserted in another envelop where name of the tender written on top left-hand corner and submitted as per bid notice.

Signature of Bidder:

Rubber Stamp:

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Special Contract Data

Calling rates for construction of trench excavation, backfilling, concreting and road reinstatement for pipe laying of storm water lines and sewage lines and construction of manholes in order to register contractors in Colombo Municipal Council Drainage division to carry out the aforesaid work in Colombo Municipal area.

1. Selected contractor shall enter in to an agreement with Colombo Municipal Council within 28 days of the letter of Acceptance to execute the work entrusted by Director Engineering(Drainage and Water supply). The work includes construction of relevant items in the from of Bid for approved as per the specification of Drainage and Water supply rates on award of the contact to the extreme satisfaction of Director Engineering (Drainage and Water supply) for a period of 1 year form the date of signing the agreement. Municipal Commissioner will issue a letter requesting to implement each project comprising of various drainage construction items.
2. Selected Contract or shall produce an on demand unconditional Performance Security in the form of a guarantee from an acceptable bank or reputed insurance company at the time of signing agreement. Value of the guarantee shall be Rs. 500,000.00 and Contractor is liable to maintain the validity of said guarantee for the whole period of Contract and one month more beyond. In case when Contractor refuses to duplicate the work of unacceptable standard at Contractor's cost and/ or abandon any assigned project/ work for more than 28 days once it is entrusted and/ or refuse to undertake any entrusted project/ work and /or fail to perform work due to any other reason and/or violate any condition in the agreement, action will be taken to forfeit the Performance guarantee.
3. Contractor shall maintain suitable insurance policies to compensate ant damages to his/ her own personal, machinery, equipment's and other properties/employer's personnel, machinery, equipment's and other properties and all other types of third-party damages while attending work. This will be a responsibility of the Contractor and Contractor shall indemnify Colombo Municipal Council from any such claims.
4. Contractor will be assigned projects suited with contractor's ICTAD grade on estimated cost from time to time at various locations in Colombo. Contractor shall commence each projects within 24 days of the notice and finish within a specific period noticed by Director Engineering (Drainage and Water supply) of Colombo Municipal Council. 0.1% of the Initial Contract price per day will be deducted as Liquidated Damages for payments due to delay beyond the specify period. Maximum amount of Liquidated Damages is 10% of the initial Contract price. However, Deputy Municipal Commissioner (Engineering Services) has the authority to extend the time of any project on request by the contactor on valid reasons.
5. Contractor shall submit a test report for materials which are used in the construction process as request made by the engineer.
6. Contractor shall manage traffic for construction activities and shall keep the area clean and free of debris implementation of work packages.

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7. Contractor shall hand over all reusable item removed and indemnified by the Engineer at site to a location decided by the Engineer.
8. Payment will be made to the selected Contractor at approved rate on measure & pay basic for each project.
9. Director Engineering (Drainage and Water supply) may proceed to make an interim payment to the selected Contractor on request at his/ her discretion.
10. The maintenance period of each project will be one year after the date of Certificate of Completion of the work package and during maintenance period Contractor shall attend to rectify any defects of construction due to failure of the contractor at his/ her own cost. Retention will be released after deducting the cost of defects that contractor has not attended on instruction by the Engineer for the Project.
11. A retention of 5% of work done (excluding test) will be kept from each project till the end of maintenance period of each project.

I agree with above conditions.

Signature of Bidder:

Rubber Stamp: