

**Assistant Assistant High Commission of India**  
**Kandy**  
\*\*\*\*\*

**No. Kand/Prop/872/01/2022**

**Dated February 27, 2023**

NOTICE INVITING TENDER  
FOR SELECTING CONTRACTOR FOR  
CONSTRUCTION OF BOUNDARY WALL AT THE RESIDENCE OF ASSISTANT HIGH  
COMMISSIONER (AHC) OF INDIA IN KANDY

Assistant High Commission of India, Kandy invites competitive bids/requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **construction of boundary wall** at No.36/14, Dharmadasa Weerathna Mawatha, Kandy. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of Sri Lankan Rupees 1,50,000/- (See Section VII) must reach office of Head of Chancery, Assistant Assistant High Commission of India, PO Box 27, No. 1A Mahamaya Mawatha, Kandy, [adm.kandy@mea.gov.in](mailto:adm.kandy@mea.gov.in), 081-2222652 on or before **1700 hrs on 24<sup>th</sup> March 2023**. The detailed tender document along with the annexures may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/cppp/> or from the official website of the Assistant Assistant High Commission of India, Kandy at <https://ahcikandy.gov.in/>.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Assistant High Commission of India in Kandy, Sri Lanka for **construction of boundary wall**, at the residence of AHC, at No. 36/14, Dharmadasa Weerathna Mawatha, Kandy.

3. Location and description of Property: Residence of AHC, at No.36/14, Dharmadasa Weerathna Mawatha, Kandy.

4. Scope of Work / Detailed specifications

1	Construction of New Parapet Wall of the following dimensions- <ul style="list-style-type: none"><li>▪ Total length of the boundary wall- 1330 ft(Approx)</li><li>▪ Height- 10 ft</li></ul>
2	Demolition of the existing wall and removal of the debris from the site.
3	The boundary wall should have a strong foundation with below surface depth of 4.5 feet including dewatering and cutting all the roots. The wall should be strengthened with lateral beams at surface level, below surface level and the top of 10 ft. height. Also, vertical columns/pillars should be constructed at regular intervals of 10 ft. for further strengthening of the wall.
4	Barbed wires at the top of the wall for enhancing the security. Height of the barbed wire should be 3 feet and that has to be mounted on a strong frame.
5	Putting up a temporary fence of metal sheets etc. till the construction of the wall is complete.

(Any other works assessed to be necessary during site visit. Site visit is must)

5. Period of Completion: 45 days calculated from the date of commencement of works.

6. Site visit: Physical visit to the site is compulsory to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site between (10:00am to 12:00pm and 2:30pm to 4:30pm) from Monday to Friday after prior appointment with Sh. Sachin Kumar Sharma, Attaché (Admn) & DDO, Assistant High Commission of India, No. 1A Mahamaya Mawatha, Kandy, [admn.kandy@mea.gov.in](mailto:admn.kandy@mea.gov.in), Telephone 081-2222652.

7. Submission: The proposals (bids) should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents establishing sound financial condition, as per terms & conditions of this tender; and (ii) Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is **1700 hrs, on 24<sup>th</sup> March 2023** in the office of Head of Chancery, No. 1A Mahamaya Mawatha, Kandy, [admn.kandy@mea.gov.in](mailto:admn.kandy@mea.gov.in), 081-2222652). Technical bids will be opened on **27<sup>th</sup> March 2023** at 03:30PM in the Assistant High Commission of India, Kandy. All pages of the submitted documents must be signed by authorized signatory.

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
(Kandy)  
\*\*\*\*\*

Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)\*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

B. Financial Bid Documents:

Document I : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI) (Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII).

\*Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

Invitation to Tender

1. Assistant High Commission of India in Kandy, Sri Lanka invites Lump-sum Fixed Price Tender for construction of boundary wall at the residence of AHC at No. 36/14, Dharmadasa Weeraratna Mawatha, Kandy, Sri Lanka. The Lump-sum Fixed Price/Amount tender shall be on the basis of following tender documents.

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for BG/ Guarantee, etc.

2. The last date of submission of sealed bids is **(1700hrs) on 24<sup>th</sup> March 2023** in the office of Head of Chancery, No. 1A, Mahamaya Mawatha, Kandy, [adm.kandy@mea.gov.in](mailto:adm.kandy@mea.gov.in), 081-2222652. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened at (03:30pm) **on 27<sup>th</sup> March 2023** in the Assistant High Commission India, Kandy. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Kandy.

4. The Tender shall remain valid for a period of Eighty (90) days from the date of opening or till any extended period.

5. Eligibility Criteria:

5.1 Permit: The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in Kandy, Sri Lanka in the Diplomatic property of the Assistant High Commission of India, Kandy.

5.2 Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of Sri Lanka Rupees 60,00,000/- or (ii) two similar works of value of Sri Lankan Rupees 45,00,000/- or (iii) three similar works of value of Sri Lankan Rupees 30,00,000/. Both letter of award of work and completion certificates with the contract amount be provided for fulfilling the criteria of Similar Work.

5.3 Bank Solvency: Certificate of Solvency for Sri Lankan Rupees 30,00,000/- certified by bank. The certificate should not be older than six months.

5.4 Annual Turnover: The annual turnover of the tenderer should be equal to the Sri Lankan Rupees 37,50,000/- during the immediate last three consecutive financial years.

5.5 Profit-Loss: The tenderer should not have suffered loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. For bids submitted in 2021, previous Financial Year is FY 2021, if FY is same as calendar year and FY 2020-21, if Financial Year is 01 April to 31 March 2021.

6. Defects Liability Period: Defects Liability period will be twelve months from date of completion of project.

7. Performance Security: This will be equal to 5% of Accepted Tender Amount. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per the template given in on page no. 28) and should be valid up to 60 days beyond the stipulated date of completion. In case of time extension, the validity of Performance security/BG should be extended up to 60 days beyond the extended date of completion. Performance Security shall be submitted by the successful bidder within 15 days after notification of award.

8. Commencement: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

9. Completion: The Period of Completion for the whole of the works is 45 days calculated from the date of commencement of works.

10. Mobilization Advance: Mobilization advance will be limited to 10% of tendered amount. The mobilization advance shall be released only on submission of a Bank Guarantee from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery. The advance shall be released in two or more installments. The valid Bank Guarantee should be available for the amount of outstanding advance at all times. The recovery of mobilization advance shall commence after 10% of work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

11. Retention Money: Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money. Retention money shall be released against equivalent amount of Bank Guarantee (BG) to be submitted by contractor. BG should be valid for completion period plus defects liability period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability Period.

12. Arbitration:

12.1 If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 15, shall be referred to arbitration.

12.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

12.3 The Arbitration will have its sittings in Kandy.

13. Rejection: The Assistant High Commission of India, Kandy reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

Address:

Email:

Fax:

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
Kandy  
\*\*\*\*\*

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I : Instruction to bidders

Section-II : Introduction and Credentials of Bidder (To be prepared and submitted by the Bidder)

Section -III :Terms and conditions of Contract

Section- IV : Scope of work

Section- V : Schedule of Quantity (To be prepared and submitted by the Bidder)

Section - VI : Form of Bid (Lump sum fixed price to be quoted by Bidder)

Section - VII : Standard formats for Earnest Money Deposit (EMD).

1.2 Site visit: Physical visit to the site is advisable to acquaint with the site of the work. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3 Cost of Tendering—The Assistant High Commission of India, Kandy will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit

1.4.1 The bidder shall submit a Demand Draft or Banker's Cheque or Bank Guarantee (as per attached format) amounting to 1,50,000/-. If a proposal is withdrawn after due date and time, the earnest money deposited by the applicant will be forfeited. Bids submitted without earnest money shall be summarily rejected. EMD in respect of all unsuccessful applicants shall be returned without any interest, after the successful signing of agreement. In case of the selected bidder, the EMD shall be returned on submission of performance guarantee by them.

1.4.2 The bidder shall submit Only Section-VII.

1.5 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works. The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works. Bidders are required to quote Lump-sum fixed prices on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates. The total amount of schedule of quantity prepared by them should be transferred to Form of Tender. The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be Sri Lankan Rupees only. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.6 Validity of Bid - The Bid shall remain valid for a period of 90 (Ninety) days from the date of the opening of the Financial Bids or up to any mutually extended period.

1.7 Tender and Schedule of Quantities

1.7.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

1.7.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

1.7.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

1.7.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

1.7.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

1.8 Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

1.9 Errors and Rectification:

1.9.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

1.9.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

1.9.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

1.10 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with "TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF BOUNDARY WALL IN RESIDENCE OF AHC" which shall have following three sealed envelopes inside: Envelope A: Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as "EMD". Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "Technical Bid". Envelope C: Should contain the documents mentioned in Section-V and Section- VI. This envelope should be super-scribed as "Financial Bid".

1.10.1 The last date of submission of sealed bids is **1700 pm on 24<sup>th</sup> March 2023**, in the office of Head of Chancery, Assistant High Commission of India, No. 1A, Mahamaya Mawatha, Kandy, Tel: 081-2222652, Email: [admn.kandy@mea.gov.in](mailto:admn.kandy@mea.gov.in).

1.10.2 The date and time for submission may be deferred by an official notification in writing issued by the Assistant High Commission of India, Kandy to all Bidders. Tenders received after this date will not be considered.

1.10.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.11 Selection process:

1.11.1 First of all, Envelope A containing EMD shall be opened. Technical bids of only those bidders shall be opened who have submitted valid EMD of requisite amount.

1.11.2 Envelope B (Technical bids) will be opened at **3:30 pm on 27<sup>th</sup> March 2023** in the Assistant High Commission of India, Kandy. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Assistant High Commission of India, Kandy. Envelope B (Technical Bids) will be opened for only those bidders who have submitted EMD before last date and time of submission of bids.

1.11.3 The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

1.11.4 A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the financial bids at prescribed date and time by the Assistant High Commission of India, Kandy.

1.12 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Assistant High Commission of India, Kandy. The Assistant High Commission of India, Kandy may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.13 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Assistant High Commission of India, Kandy may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Assistant High Commission of India, Kandy.

1.14 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Sh. Sachin Kumar Sharma, Attaché (Admn), Assistant High Commission of India, No. 1A, Mahamaya Mawatha, Kandy, Tel: 081-2222652, Email: [admn.kandy@mea.gov.in](mailto:admn.kandy@mea.gov.in).

1.15 All information requested by and supplied to one bidder will be supplied to all bidders.

1.16 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Assistant High Commission of India, Kandy as to the meaning of anything connected with the Tender Document.

1.17 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.17.1 If tenderer sets forth any conditions which are unacceptable to the Assistant High Commission of India, Kandy.

1.17.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.17.3 If there is evidence of collusion between Bidders.

1.17.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.17.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.18 Compliance with Laws and Regulations and Pricing of Schedule of Quantities - The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

1.19 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive of all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Assistant High Commission of India, Kandy.

1.20 No escalation of price – Price escalation due to any reason shall be not permitted.

1.21 Payments:

1.21.1 All payment shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Assistant High Commission of India, Kandy. 10% payment shall be released for every 10% physical progress of work value till 90% of the completion of work value. 5% payment shall be released after one month of successful completion of work.

1.21.2 All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

1.22 The Assistant High Commission of India, Kandy's right to waive - The Assistant High Commission of India, Kandy reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Assistant High Commission of India, Kandy except that no proposal will be accepted if the Earnest Money Deposit (EMD) of the preceding statutory documents was not submitted with the tender.

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
Kandy  
\*\*\*\*\*

Section-II

2. Introduction and Credentials of Bidder:

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT/NBT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
Kandy  
\*\*\*\*\*

Section-III

3 Terms and Conditions of Contract

3.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT.

3.2 Period of completion for the work is 45 days from the commencement of work.

3.3 Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. It will be calculated per day of delay.

3.4 The tenderer shall guarantee among other things, the following:(a) Quality, strength and performance of the materials used; (b). Follow up service, if required; (c). Good workmanship.

3.5 Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance or Letter of Award or from the date of handing over of site whichever is later.

3.6 Payment: - All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Assistant High Commission of India, Kandy. 10% payment shall be released for every 10% physical progress of work value till 90% of the completion of work value. 5% payment shall be released after one month of successful completion of work. All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

3.7 Price escalation due to any reason shall not be permitted.

3.8 Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

3.9 Defects Liability Period will be 12 (Twelve) months from completion of work. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Assistant High Commission of India shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the High Commission of India, Kandy.

3.10 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

3.11 Code of Integrity: All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement processes or during execution of resultant contracts. No official of procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the

following prohibited practices such as (I) Corrupt practices, (II) Fraudulent practice, (III) Anti-competitive practice, (IV) Coercive practice, (V) Conflict of Interest and (IV) Obstructive practice.

3.12 Conflict of Interest: The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to the tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

3.13 The Contractor shall include the credit of salvage value of the demolition waste in the financial bid.

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
Kandy  
\*\*\*\*\*

Section-IV

Scope of Work / Detailed specifications

Scope of work for India House

1	Construction of New Parapet Wall of the following dimensions- <ul style="list-style-type: none"><li>▪ Total length of the boundary wall- 1330 ft(Approx)</li><li>▪ Height- 10 ft</li></ul>
2	Demolition of the existing wall and removal of the debris from the site.
3	The boundary wall should have a strong foundation with below surface depth of 4.5 feet including dewatering and cutting all the roots. The wall should be strengthened with lateral beams at surface level, below surface level and the top of 10 ft. height. Also, vertical columns/pillars should be constructed at regular intervals of 10 ft. for further strengthening of the wall.
4	Barbed wires at the top of the wall for enhancing the security. Height of the barbed wire should be 3 feet and that has to be mounted on a strong frame.
5	Putting up a temporary fence of metal sheets etc. till the construction of the wall is completed.

(Any other works assessed to be necessary during site visit. Site visit is must)

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
Kandy  
\*\*\*\*\*

Section-V

4. Schedule of Quantity

(To be submitted by the bidder)

S. No.	Items	Quantity	Cost

Note: Please refer to Section-I of the document

4.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

4.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

4.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

4.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

4.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
Kandy  
\*\*\*\*\*

TENDER FOR SELECTING CONTRACTOR FOR  
CONSTRUCTION OF BOUNDARY WALL IN  
RESIDENCE OF AHC

Section-VI

5. Form of Tender

(To be submitted by the bidder)

TO: The Head of Chancery, Assistant High Commission of India, Kandy

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of LKR (Amount to be indicated by the bidder in Number and words) exclusive of VAT/NBT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
Kandy  
\*\*\*\*\*

Section-VII

6. Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF BOUNDARY WALL, RESIDENCE OF AHC, at No. 36/14, Dharmadasa Weerathna Mawatha, Kandy.

Name and Address of Beneficiary: The Assistant High Commission of India, Kandy; Date

Whereas M/s (Name of Contractor with address) have submitted their tender for CONSTRUCTION OF BOUNDARY WALL, IN RESIDENCE OF AHC, at No. 36/14, Dharmadasa Weerathna Mawatha, Kandy for the Assistant High Commission of India, and one of the tender conditions is for the M/s (Name of Contractor with address) to submit a Bank Guarantee for Earnest Money Deposit amounting to LKR \_\_\_\_\_ (Sri Lankan Rupees \_\_\_\_\_ only). In fulfillment of the tender conditions, we, (Name of Bank with address) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of LKR \_\_\_\_\_ (Sri Lankan Rupees \_\_\_\_\_ only).

2. This guarantee is valid for a period of 45 (Forty Five)Days and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to LKR..... (Sri Lankan Rupees ..... Only).

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from date of issue up to the (date after 45 days from date of issue) and claims under this guarantee should be submitted not later than (date after 45 Days from date of issue).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of Sri Lanka and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Sri Lanka Courts.

Date:

Name:

Place:

Signature:

DRAFT CONTRACT/AGREEMENT FOR FOR CONSTRUCTION OF BOUNDARY WALL, IN RESIDENCE OF AHC, at No. 36/14, Dharmadasa Weeraratna Mawatha, Kandy

The Agreement is to be prepared in three parts as detailed below:

Part-I:- It shall contain all the correspondence with M/s (name of the Contractor) commencing from the date of receipt of tenders, Tender Document-Volume-I with front cover and index (as per enclosed Agreement Part-I of III)

Part-II:- It shall contain Tender Document, Volume-II and Tender Document, Volume-III (as per enclosed Draft Agreement Part-II of III)

Part-III:- It shall contain Tender Document Volume-IV along with Tender Drawings (as per enclosed Draft Agreement Part-II of III)

Stamp Paper of requisite amount as per requirement of local laws, may please be procured for signing of the Agreement.

The Agreement shall have two original copies and five duplicate copies. The distribution of the Agreement copies to be made as given below:

1	Assistant High Commission of India, Kandy	Original Copy (to be kept in safe custody)
2	Contractor	Original Copy (to be kept in safe custody)
3	Assistant High Commission of India, Kandy	Certified True copy (for working)
4	GEM Division	Certified True copy
5	Project Management Team	Certified True copy

It is suggested to get copies of the Agreement done immediately after signing by both the parties but before binding and sealing of the same because the Photostat copies made after binding will not be proper and convenient. Binding and Sealing of all the three parts need to be proper. All the True copies of the Agreement may be certified by the Assistant High Commission of India, Kandy before forwarding the same to all concerned. Stamp showing "Certified True Copy" may be affixed on every page of the True Copy.

No. Kand/Prop/872/01/2022  
Assistant High Commission of India  
Kandy  
\*\*\*\*\*

Total Parts of the Agreement: Three

Contract/ Agreement between  
The President of the Republic of India  
(represented through Assistant High Commissioner of India in  
Kandy, Sri Lanka  
And  
**Name of Contractor (along with Full Address)**

INDEX

Agreement Part- I of III

S. No.	Document	Page No.
1.	Agreement on Stamp Paper (as per local law)	
2.	Letter of Commencement issued vide No. ___ dated _____	
3.	The Letter of Acceptance issued vide No. _____ dated _____	
4.	Tender Document (Vol.-I):The Conditions of Contract	
5.	Copy of Bank Guarantee for Performance Security/Deposit for _____	
6.	Handing Over of Site by the Employer to the contractor vide No. _____ dated _____	
7.	Detailed Work Schedule and Payment Schedule as per the conditions of contract	

Stamp Paper  
(of values for Rs. \_\_\_\_\_ as per Local Bye Laws)

## CONTRACT

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2023 between The President of the Republic of India acting through Assistant High Commissioner of India, in Kandy, Sri Lanka (Hereinafter referred to as the "Assistant High Commissioner" which expression shall unless repugnant to the context, include its successors in office and assigns) of the First Part.

And

M/s (Name & Address of Contractor) signed by \_\_\_\_\_ (Name to be filled up by Mission) under the seal of \_\_\_\_\_ (Company name to be filled up by the Mission)

FOR

### SELECTING CONTRACTOR FOR CONSTRUCTION OF BOUNDARY WALL IN RESIDENCE OF AHC, at No. 36/14, Dharmadasa Weerathna Mawatha, Kandy

The Assistant High Commission of India, Kandy & the Contractor agree as follows:

1. In this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:-

1.	The Letter of Acceptance issued vide No. _____ dated ____ (To be filled by Mission)
2.	The Letter of Tender issued vide No. _____ dated ____ (To be filled by Mission)
3.	Tender Document I-S III Terms and conditions of Contract (Section III)
4.	Tender Document I-S-IV - Scope of work (Section IV)
5.	Tender Document : Document II -Schedule of Quantity/Items(BOQ) for variations
6.	Tender Document : Document III-Financial bid letter (lump sum fixed price quoted on this form)
7.	Tender Document : Document IV-Standard formats for Earnest Money Deposit/Guarantee, etc.
8.	Copy of Bank Guarantee for Performance Security for LKR -----(To be filled by Mission)
9.	The letter of Handing Over of Site issued by the Assistant High Commission of India vide No-----dated to the contractor vide No.(To be filled by Mission)
10.	Mobilization Advance.
11.	Detailed Work Schedule as per the conditions of contract
12.	Retention Money

3. The accepted Contract Value..... (Amount in words.....)
4. In consideration of the payments made by the Assistant High Commission of India, Kandy to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Assistant High Commission of India, Kandy to execute and complete the work and remedy any defects therein in conformity in all respects with the provisions of the Contract.
5. The Assistant High Commission of India, Kandy hereby covenants to pay the Contractor in consideration of the execution and completion of the work and remedying of defects therein the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.
6. Demolition Waste - The Contractor/Company acknowledges that demolition waste is property of the Assistant High Commission of India, Kandy. The Contractor will remove all Demolition Waste as desired by the Assistant High Commission of India, Kandy, and dispose off in keeping with local regulations.
7. Provision for Inclement Weather - Time lost due to inclement weather shall be added to the Time of Completion. The Contractor will record time and weather and submit for approval to the Assistant High Commission of India, Kandy. "Inclement Weather" means the existence of rain or abnormal climatic conditions (whether it is hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is neither reasonable nor safe for employees exposed thereto to continue working".
8. Site Access: The Assistant High Commission of India shall provide to the Contractor suitable access to the site of property during the period from \_\_\_\_\_ to \_\_\_\_\_ between 7.00 AM to 6.00 PM. If for any reason, the Assistant High Commission of India, Kandy unilaterally decides not to provide suitable access to the Contractor/Company and its workers during these times, the High Commission unconditionally agrees to compensate the Contractor/Company with as many full days to be credited against liquidated Damages for every day lost thereby.
9. Security - The Contractor has full responsibility for making arrangements for temporary fencing of the site for safety and security of the site, till the construction work is completed.
10. Insurance - The Contractor has full responsibility for safety and security of the workers etc. i.e., Public Risk, Workers Compensation and Contractors All Risk Insurance. The Assistant High Commission of India, Kandy would not be responsible in any way for this.
11. Terms of Payments - All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Assistant High Commission of India, Kandy. 10% payment shall be released for every 10% physical progress of work value till 90% of the completion of work value. 5% payment shall be released after one month of successful

completion of work. All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

12. Retention Money will be limited to 5% of the accepted tender amount and 5% of each running bill will be deducted towards retention money. Retention Money shall be released against equivalent amount of Bank Guarantee (BG) to be submitted by Contractor. BG should be valid for completion period plus defects liability period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability Period.

13. Liquidated Damages – Liquidity damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered cost or Actual cost of the project. It will be calculated per day of delay.

14. Commencement of works shall be effected within Fifteen (15) days from the date of issue of acceptance letter by Contractor or handing over the site by the High Commission of India, whichever is later.

15. Performance Security Deposit – This will be equal to 5% of Accepted tender amount. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per template given on page no. 28) and should be valid up to 60 days beyond the stipulated date of completion. In case of time extension, the validity of Performance Security BG should be extended up to 60 days beyond the extended date of completion. Performance Security shall be submitted by the successful bidder within 15 days after notification of award. Letter of award of work shall be issued only on receipt of Performance Guarantee.

16. Defect liability period will be 365 (three hundred and sixty five) days from the date of completion of work. The Contractor shall be responsible to make good and remedy at his own expense within defect liability period in all respect.

17. Completion Period – The work has to be completed within 45 (Forty Five) days from award of work.

18. Contractor is liable for damages in work area:

i) The Contractor shall protect from injury/damages from any cause whatsoever all work and supply of any other requisite protection for the whole work executed by him or special damage caused must be made good by the Contractor at his own expenses.

ii) Should the work be suspended by reason of rain, strike, lockouts or any other disturbing cause, the Contractor shall take all precautions necessary for the protection of the work at his own expenses and shall make good any damage arising from any of the cause.

19. Insurance in respect of damages to persons and property:

i) The Contractor shall be responsible for all injury to persons, animals or thing and damage to structural and decorative works and damage to neighboring properties, which may arise from the operation or neglect of himself or of any nominated Landscape Contractors or their employees, whether such injury or damage arise from carelessness, accident or any other cause which is in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid, and also in respect of any claim made in respect of injury or damage under any Act of

Government or otherwise, and also in respect of any award or compensation or damages subsequent upon such claim.

ii) The Contractor shall reinstate all damage to property or every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect, and so as to make good or otherwise satisfy all the claims for damage to the property of third parties.

iii) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party, in respect of anything which may arise in connection with the works or in consequence thereof.

20. Employer Safety Policy:

i) Throughout execution of the work, Contractors shall conform to all lawful requirements, which in any case affect or are applicable to the work and shall observe and comply with applicable safety and health rules and regulations.

ii) The safety of the workers employed by the Contractor will be the exclusive responsibility of the Contractor and the Contractor will ensure compliance with all Site Safety regulations in force on the site.

iii) The Contractor will be responsible for the insurance as per the laws of Government of Sri Lanka, of his workers and employees employed or otherwise present on the site and the Contractor indemnifies the Employer against any claims or suits arising out of any adverse event occurring in the execution of this Contract.

21. Arbitration – In the event of any dispute or difference arising at any time between the parties relating to the construction, meaning or effect of this tender or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this tender or otherwise in relation to the terms; whether during the continuance of this tender or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations. If, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be Assistant High Commission of India, Kandy. Any reference to arbitration shall not relieve either party from the due performance of its obligations under this tender.

22. Force Majeure and EOT clause

In the event of force majeure, i.e., unforeseeable events such as war, floods, earthquake etc. beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under the contract the contractual obligations as far as affected by such event shall be suspended for as long as force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

Signed by:-	Signed by:-
For and on behalf of the President of the Republic of India through the Assistant High Commission of India in Kandy, Sri Lanka	For and on behalf of the Contractor in the presence of
<b>Witness-1</b> Name _____ Address _____ Date _____	<b>Witness-1</b> Name _____ Address _____ Date _____
<b>Witness-2</b> Name _____ Address _____ Date _____	<b>Witness-2</b> Name _____ Address _____ Date _____