



INVITATION FOR BIDS (IFB)
HIGH COMMISSION OF INDIA
Grant Number: Col/Com/228/8/2011



Construction of Civil Engineering & Mechanical
Engineering Complex at Faculty of Engineering, University
of Jaffna at Ariviyal Nagar, Kilinochchi

Bid No	Description of Work	Estimated Cost (Rs in millions)	Contract Period	Required Grade
Col/Com/228/8/2011	Construction of Civil Engineering & Mechanical Engineering Complex at Faculty of Engineering, University of Jaffna at Ariviyal Nagar, Kilinochchi	250	12 months	C1 (Buildings)

1. Government of India has approved a grant for “**Construction of Civil Engineering & Mechanical Engineering Complex at Faculty of Engineering, University of Jaffna at Ariviyal Nagar, Kilinochchi**”, and intends to apply part of the proceeds of this grant to payments under the Contract named above.
2. High Commission of India now invites sealed bids from eligible and qualified bidders for construction of the above under National Competitive Bidding procedure.
3. The technical bid (Original & Duplicate) and the financial bid (Original & Duplicate) documents should be sealed by the bidder in separate covers dully super scribed and these four sealed covers are to be put in a bigger cover which should also be sealed and superscribed.
4. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the requirements of ICTAD registration as above or its equivalent.
5. Qualification requirements are indicated in the Bidding document. Additional details are provided in the Bidding Data & Contract Data.
6. The Bidding Documents can be seen on Mission’s website www.hcicolombo.org.
7. A complete set of Bidding Documents in English language may be purchased by interested bidders from the Project Officer (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03 from **27 January, 2015 to 16 February, 2015 between 09:30 hrs and 16:00 hrs**. upon payment of a non refundable fee of **Rs.10,000.00**. The payment should be made by cash.
8. Bids shall be delivered by registered post or by hand to the Project Officer (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03 on **or before 15:00 hrs on 26 February, 2015**. Late bids will be rejected. **Technical bids will be opened at 15:30 hrs on 26 February 2015** at the High Commission of India in the presence of the bidders’ representatives who choose to attend.
9. Pre Bid conference will be held at the Conference Hall, High Commission of India, 36-38, Galle Road, Colombo-03 commencing at **15:00 Hrs on 12 February 2015**
10. Each bidder shall provide the name and contact details of an individual to act as a point of contact during the tender process. That person may be asked to clarify the bid to provide additional information during the evaluation process.

11. The High Commission of India, Colombo shall provide a copy of all questions and answers provided during the tendering process to all bidders.
12. Only communications that are in writing from the High Commission of India, Colombo may be considered as properly authorized expressions on the Mission's behalf.
13. In submitting a bid to the Mission, the bidder will be deemed to have understood this bidding document, obtained all requisite information and verified the correctness of any information to be relied upon.
14. In submitting a bid to the Mission, the bidder will be deemed to be fully informed and to have accepted the terms and conditions outlined in this bid document.
15. The bidding company and its sister company or subsidiary should not bid separately in the same bid. A certificate to this effect should be given by the bidding company at the time of bidding.
16. The decision of High Commission of India in deciding the eligibility of the company to take part in the tender process is final.
17. The Mission reserves the right to accept or reject any or all Bid(s) and to annul the bidding process, at any time, thereby rejecting all bids, prior to any Contract being awarded.
18. The High Commission of India, Colombo reserves the right to clarify without restriction with bidders on any matter contained in the bids, without disclosing this to any other person.
19. The bidders should note that in the event of Contract having been awarded, the contractor will not assign in whole or in part its rights or obligations without the prior approval of the Mission.
20. The contract will also include provisions for the bidding company to adhere to all local laws applicable. The contract will also include provisions of *Force Majeure*, termination of contract, consequences of termination and re-tendering after termination of contract.
21. Any dispute or difference regarding the interpretation of the provisions of the Agreement/Contract shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations within a period of six months, either party may refer the dispute to arbitration in accordance with the Arbitration & Conciliation Act 1996 of India as amended from time to time. The number of arbitrators shall be one and that the place of arbitration shall be New Delhi, India. In such a situation the applicable law will be the law of India. The language of the Tribunal shall be English. The cost shall be borne by the parties equally unless otherwise determined by the Arbitral Tribunal.
22. The Bids shall be valid for 150 days from the date of closing of bids or any extended period. All bids shall be accompanied by a Bid Security as Clause 16.2 of the Bidding Data.

Second Secretary (Development cooperation)
High Commission of India,
36-38, Galle Road,
Colombo-0

VOLUME I

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO</u>
SECTION 1	INSTRUCTIONS TO BIDDERS	S01 – 01 to 02
SECTION 2	STANDARD FORMS	S02 – 01 to 07
SECTION 3	CONDITIONS OF CONTRACT	S03 – 01 to 02

SECTION 1

INSTRUCTIONS TO BIDDERS

SECTION 1

INSTRUCTIONS TO BIDDERS

1. The Instructions to the Bidders for this work are contained in Section 01 of the Standard Bidding Document, “Procurement of Works”, ICTAD Publication No. ICTAD/SBD/01, Second Edition – January 2007 and Addendum 1 and 2 published on October 2009 and February 2011 respectively. The Bidder may purchase this document from Institute for Construction Training And Development, No. 123, Wijerama Mawatha, “Sawsiripaya”, Colombo-07.

<i>Note:</i>	<ol style="list-style-type: none">1. Instructions to Bidders shall be read in conjunction with Section 05 Bidding Data– Volume II.2. Instruction to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.
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SECTION 2

STANDARD FORMS [CONTRACT]

- 1. FORM OF LETTER OF ACCEPTANCE**
- 2. AGREEMENT**
- 3. FORM OF PERFORMANCE SECURITY**
- 4. FORM OF ADVANCE PAYMENT SECURITY**
- 5. FORM OF RETENTION MONEY GUARANTEE**

Form of Letter of Acceptance

.....[date]

[LETTER HEADING PAPER OF THE PROCURING ENTITY]

To.....
[name and address of the Contractor]

I have the honour to notify you that your bid dated[insert date] for the construction and remedying defects of the[name of the Contract and identification number] for the Contract price of[name of currency].....[amount in figures and words] as corrected in accordance with Instructions to Bidders and/ or modified by a Memorandum of Understanding, is here by accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract Document.

The number allotted to this Contract is *[Contract Number]*, which should be quoted in all future correspondence of this project.

You are hereby instructed to call over at the office of the *[Officer & Address]*, to sign the formal agreement along with a performance security as stated below within days on receipt of this Letter of Acceptance. The performance security shall be in any one of the following forms for
 (*amount in figures and words*) in favour of the Vice Chancellor, University of Jaffna and shall be valid till *[Date]*.

..... *[Name of Institutions]*

The Start Date of the Works shall be Days from the date of this Letter of Acceptance. Stipulated deadline or the actual date of commencement which falls earlier will be reckoned as the start date of the works. The Contract Period shall be
[Contract Period] starting from the Start Date. You may contact
,,, *[Officer & Address]* to make arrangements for taking over the site in order to commence the Works.

You are hereby instructed to submit insurance covers from an insurance company approved by the Treasury in accordance with the *[Clause No]*.

An advance payment of Rs..... *[Amount]* may be paid in accordance with *[Clause No]* on submission of an unconditional guarantee.

This Letter of Acceptance and your Bid will form a binding contract until the formal agreement is signed.

Authorized Signature:

Name and title of Signatory:

Name of Agency:

Articles of Agreement

This ARTICLES of Agreement, made the day of-2014 between High Commission of India having its office at 36-38, Galle Road, Colombo-03 (hereinafter called the “the Employer” which term or expression as herein used shall where the context so requires or admits of construction mean and include its authorised officer) of the one part and
oftrading under the name, firm and style of **Messrs.** a Company duly incorporated and having its registered office at(hereinafter designated "the Contractor" which expressions shall include his or their heirs, executors, administrators and legal representatives or where the context so admits, include its successors and permitted assigns) of the other part.

WHEREAS the Employer is desirous that the Contractor execute.....
(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:

1. In this Agreement, words and expressions 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 of this Agreement.
2. 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.
3. 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 Sri Lanka.

.....

Signature of the High Commissioner of India

WITNESSES:

1. Signature.....

Designation :

2. Signature.....

Designation:

Signature of the Contractor/Director of the Company

Name :

Common Seal

NIC No.....

WITNESSES:

1. Signature.....

NIC No.....

Name & Address.....

.....

.....

2. Signature.....

NIC No.....

Name & Address.....

.....

.....

Form of Performance Security (Unconditional)

Issuing Agency:
[Issuing Agency Name and Address of Issuing Branch or Office]

Beneficiary:
 High Commission of India
 36-38, Galle Road,
 Colombo-03

Date:

PERFORMANCE GUARANTEE No:

We have been informed that *[name of the Company]* (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the contract]* with you, in the year, for the.....*[name of the Contract]* (hereinafter called “the Contract”);

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (.....) *[amount in figures]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed hereunder or of any of the Contract documents which may be made between the Employer and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

This guarantee shall expire, no later than the day of 20..... *[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.

.....

[signature(s)]

Form of Advance Payment Security

Issuing Agency: [Name and Address of Agency, and Address of Issuing Branch or Office]

Beneficiary:

High Commission of India
36-38, Galle Road,
Colombo-03

Date:

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [name of Contractor] (hereinafter called “the Contractor”) has entered into Contract No. [reference number of the contract] with you, in the year, for the.....[name of the contract] (hereinafter called “the Contract”);

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum[amount in words] (.....) [amount in figures] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] (.....) [amount in figures], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the Advance payment under the Contract

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on [insert date, 28 days beyond the Intended Completion Date]

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....
[signature(s)]

Form of Retention Money Guarantee

Issuing Agency:
[Issuing Agency's Name and Address of Issuing Branch or Office]

Beneficiary:
 High Commission of India
 36-38, Galle Road,
 Colombo-03

Date:

RETENTION MONEY GUARANTEE No:

We have been informed that *[name of Contractor]*
 (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the contract]* with you, in the year, for the execution of
 *[name of the Contract and brief descriptions of Works]* (hereinafter called “the Contract”);

Furthermore, we understand that, according to the conditions of the Contract, when the works have been taken over and the first half of the Retention Money has been certified for the payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

At the request of the Contractor, we *[name of Agency]*
 hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (.....) *[amount in figures]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract, because the contractor has not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest, *[insert date, 28 Days after the end of the Defects Liability Period]* Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....
[signature(s)]

SECTION - 3

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS OF CONTRACT

1. The General Conditions for this work are contained in Section 03 of the Standard Bidding Document, “Procurement of Works”, ICTAD Publication No. ICTAD/SBD/01, Second Edition – January 2007 and Addendum 1 and 2 published on October 2009 and February 2011 respectively. The Bidder may purchase this document from Construction Training And Development, No. 123, Wijerama Mawatha, “Sawsiripaya”,Colombo-07.

<p><i>Note:</i> Conditions of Contract shall be read in conjunction with Section 05 Contract Data in volume II, which shall take precedence over the Condition of Contract.</p>
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VOLUME II

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO</u>
SECTION 4	FORM OF BID AND QUALIFICATION INFORMATION	S4 – 01 to 05
SECTION 5	BIDDING DATA AND CONTRACT DATA	S5 – 01 to 10
SECTION 6	SPECIFICATIONS	S6 – 01 to 02
SECTION 7	BILL OF QUANTITIES	S7 – 01 to 124
SECTION 8	DRAWINGS	S8 – 01 to 03
SECTION 9	STANDARD FORM [BID]	S9 – 01 to 02
SECTION 10	VAT FORM	S10 – 01 to 02
SECTION 11	CHECK LIST	S11 – 01 to 02

SECTION 4

FORM OF BID
AND
QUALIFICATION INFORMATION

FORM OF BID

Name of the Contract:

Construction of Civil Engineering & Mechanical Engineering Complex at Faculty of Engineering, University of Jaffna at Ariviyal Nagar, Kilinochchi.

To:

High Commission of India
36-38, Galle Road,
Colombo-03

Gentleman,

1. Having examined the Standard Bidding Document - Procurement of Works (ICTAD/SBD/01,-Second Edition - January 2007 and Addendum 1 and 2 published on October 2009 and February 2011 respectively) Specifications, Drawings and Bill of Quantities and Addenda, if any, 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, Bill of Quantities and Addenda, if any, for the sum of Sri Lankan Rupees.....
.....
.....(LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if 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 Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid for the period of **150 days** from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.
6. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of Two Thousand and in the capacity of
(designation) duly authorised as – *sole proprietor/power of attorney holder/ person authorized by board resolution (Delete whichever is not applicable)* to sign
 tenders for and on behalf of

(IN BLOCK CAPITALS)

Signature	:	.....	Seal
Name	:	.....
Address	:	.....
		
		
		

Witnesses

1. Signature	:	.....	2. Signature:	.....
Name	:	Name	:
Address	:	.....	Address:	.....
		
		
		

Qualification Information

[To be completed by the Bidder and submitted with the Bid.]

ICTAD Registration:	Eligibility Requirement	} Attach copies of relevant pages from the registration book to confirm your details (<i>attach as annex I</i>).
Registration No		
Grade	C1	
Speciality	Building Construction	
Validity	Valid at the time of closing of bids and also at the time of award.	
Blacklisted Contractors	Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/No) If yes provide details(<i>attach as annex II</i>).	
Legal Status	<i>Status:</i> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Public Company <input type="checkbox"/> Privet Company <input type="checkbox"/> <i>Business Address :</i> <i>Telephone Number : Land L:</i> <i>Mobile</i> <i>Facsimile Number :</i> <i>E-mail Address :</i> <i>(Power of attorney of signatory of Bidder (if applicable)</i> <i>(attach relevant status copies, as annex III)</i>	
Signatory of Bid	Sole Proprietor <input type="checkbox"/> Power of Attorney holder <input type="checkbox"/> Person authorized by Board of resolution <input type="checkbox"/> <i>(attach relevant documents as annex IV, if applicable)</i>	
Details of Annual Volume of the Construction works requested as in the Bidding Data Cl. 4.4(b);	<i>(attach copies of certificates of completion etc, and/or other financial statement or audited report by Chartered Accountant as annex V)</i>	
Details of Construction works requested as in the Bidding Data Cl. 4.4(c);	<i>(attach copies of cliental certificates of completion etc, as annex VI)</i>	

Qualification and experience of key staff required as in the Bidding data Cl. 4.4	Eligibility Requirements	Bidder's Qualification	
	Category, Experience and Qualification	Required Nos	Proposed by bidder (Name, experience and Qualification)
	Chartered (Civil) Engineer over 05 years of post charter experience in Building Construction – Visiting – 10 hours per week	01	
	B.Sc. (Civil) Engineer over 05 years experience in Building Construction - Full time	01	
	Technical Officer – NDT (Civil) or equivalent over 07 years experience in Building Construction - Full time	02	
	Technical Officer – NDT (Electrical) or equivalent over 05 years experience in Electrical Installation - Whenever Needed	01	
	<i>(attach copies of certificates of academic qualification, experience, appointment letter or consent letter etc as annex VII)</i>		
Details of Financial Capacity requested as in the Bidding Data Cl. 4.4(e);	Furnish relevant documents for Rs. 40.0 million. <i>(attach as annex VIII)</i>		
Details of work in hand as in the Bidding Data Cl. 4.4(f)	<i>(attach relevant document as annex IX)</i>		

.....
Signature of the Bidder

Name:

Date:

Seal

SECTION 5

BIDDING DATA AND CONTRACT DATA

Bidding Data

A. GENERAL

**Instructions
to Bidders
Clause
Reference**

1.1

The Employer is

Name: **Second secretary (Development Cooperation)**
Address: **High Commission of India**
36-38, Galle Road,
Colombo-03

SCOPE OF BID

The Employer's representative:

Name: **Vice Chancellor**
Address: **University of Jaffna,**
P.O. Box 57, Thirunelvely,
Jaffna.

The Works consists of: Construction of two storied building (Four Blocks), Entrance lobby and Court yard for Civil and Mechanical Engineering Complex at Faculty of Engineering, University of Jaffna.

Located at **ARIVIYAL NAGAR, KILINCHCHI**

1.2 Intended Completion Date is **three hundred and sixty five (365) Days** from the Start Date.

1.3 The office for collection of bid forms is

Name: **Project Officer (Development Cooperation)**
Address: **High Commission of India**
36-38, Galle Road,
Colombo-03

The non-refundable fee is **Rupees ten thousand (Rs. 10,000.00)**

The Bid forms will be issued on any working day between 09.30 AM and 4.00 PM from 27 January 2015 to 16 February 2015.

2.1 The source of funds is **Grant from the Government of India**

**SOURCE OF
FUNDS**

4.2 The registration required

Specialty **Building Construction**

Grade **ICTAD Grade C1**

Validity: **valid at the time of closing of the Bids and also at the time of award**

**ELIGIBILITY
AND
QUALIFICATION
OF THE BIDDER**

4.3 Qualification Information

The following Information shall be provided in Section 4

- ICTAD Registration;
Registration Number
Grade
Specialty
Expiry date
- VAT registration number
- Details of Company Registration/Incorporation of the Company/Business Registration for Sole Proprietor or Partnership
- Attach Documents (Power of Attorney or Board Resolution) authorizing the signatory of the Bid to commit the Bidder.
- Total Turnover from construction work performed for each of the last five years to be confirmed by submission of Audited Financial statements as proof for item 4.4(b) below.
- Experience in works of a similar nature and size for each of the last five years as documentary proof for item 4.4(c) below.
- Qualification and experience of key Site Management, Project Management and Technical Personal proposed for the Contract as per 4.4(d) below.
- Details of Financial Capacity as per 4.4 (e) below.

4.4 The Bidders Qualification Criteria:

- a) Bidders must be registered with the Institution for Construction Training and Development (ICTAD) for Building Construction **Grade C1**.
To be eligible for contract award, the successful bidder shall not have been blacklisted and the registration with ICTAD shall be valid until the date of closing of the bid and also at the date of award.
- b) Average of the annual value of Turnover of construction work performed in last five (05) years shall be at least Sri Lankan Rupees **three hundred and sixty five (365.0) million**.
- c) Experience as a main contractor in construction of minimum 2 storied building costing not less than **SLR. One hundred and sixty (160.0) million** completed within one year or a higher value project within proportionate time period as a main contractor during last five years. Documentary evidence obtained from Employer shall be attached as proof for the above

which shall include project cost, time duration taken to complete the project, number of storeys and date of completion.

- d) Chartered Civil Engineer over 05 years post charter experience in building construction (on visiting basis, minimum 10 hrs per week) and one graduate Engineer with 05 years experience in building construction (full time), two Technical Officers with NDT (Civil) or equivalent with minimum 07 years of experience in building construction (full time) and one Technical Officer with NDT (Electrical) or equivalent with minimum 05 years of experience in electrical installation (whenever needed) should be assigned to the project an addition to the other technical staff needed by the bidder for satisfactory execution of the project.
- e) Minimum amount of Net working capital (exclusive of 20% work in hand) and /or credit facilities (exclusive of any advance payments which may be made under this contract) shall be not less than SLR **forty (40.0) million**. Credit facility should be addressed to High Commission of India and should be exclusively for this particular project.
 - (Net working Capital - $0.2 \times \text{Work in hand}$ + Credit Facility) > 40.0 million.
Net working capital will be calculated from the latest Balance sheet of the audited financial statement of the company.
- f) Details of work in hand of the bidder duly attested in the form of an affidavit shall be provided with separate statements showing the contract value and value of balance work to be done. Working capital needed for the work in hand shall be taken as 20% of the value of work in hand.
- g) Even though the bidder meets the above qualifying criteria, they are subjected to disqualification if they have misleading or false statements in proof of the qualification requirements.
- h) Non submission or partial submission of the documents listed above may lead to rejection of the bid.

5.0

Add

Bidding document is not transferable.

**ONE BID PER
BIDDER**

8.1 Delete and Add**CONTENT OF
BIDDING
DOCUMENT**

The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Invitation for Bids

Volume 1 :

- Section 1 Instructions to Bidders
- Section 2 Standard Forms (Contract)
- Section 3 Conditions of Contract

Volume 2 :

- Section 4 Form of Bid and qualification Information
- Section 5 Bidding Data and Contract Data
- Section 6 Specification
- Section 7 Bill of Quantities
- Section 8 Drawings
- Section 9 Standard Form (Bid Security)
- Section 10 VAT Form
- Section 11 Check List

Envelop A (Technical Proposal) should contain all the sections other than the section no 7

Envelop B (Financial Proposal) should contain the section no 7 .

- 9.1** Employer's address for the purpose of clarification is;
Name : Second Secretary (Development Cooperation)
Address: High Commission of India
36-38, Galle Road,
Colombo-03
Email :dc.colombo@mea.gov.in

**CLARIFICATION
OF BIDDING
DOCUMENTS**

- 11.1** The language of the bidding document shall be English

**LANGUAGE OF
BID
DOCUMENTS
COMPRISING
THE BID****12.1 Delete & Add**

The Bid submitted by the bidder shall comprise the following duly filled and completed in two copies marked "Original" and "Copy"

Invitation for Bids

Volume 1 :

- Section 1 Instructions to Bidders

Section 2 Standard Forms (Contract)

Section 3 Conditions of Contract

Volume 2 :

Section 4 Form of Bid and qualification
Information

Section 5 Bidding Data and Contract Data

Section 6 Specification

Section 7 Bill of Quantities

Section 8 Drawings

Section 9 Standard Form (Bid Security)

Section 10 VAT Form

Section 11 Check list

Note: In additions to above the Original Bid Security as specified in ITB Clause 16.2 shall be enclosed in the envelope marked as “Original”.

13.3 Delete

.....at the space provided in the B.O.Q.”

BID PRICES

Add

.....“in the Section 10.”

13.4 The Contract is subjected to price adjustment.

15.1 The bid shall be valid up to **150 days** from the deadline for the submission of Bids.

BID VALIDITY

16.1 Bid shall include a Bid Security using the forms included in Section 9.

BID SECURITY

16.2 Bid Security shall be submitted by Bidder.

Bid Security shall be;

- Issued by an agency acceptable to Employer using the form for Bid security (unconditional guarantee) included in Section 09 Standard Forms.
- In favour of **High Commission of India**
- for an amount **Rs. 5,000,000.00.**
- Valid for **195 days from the date of closing of bids).**

The agencies acceptable to Employer are:

- a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or
- a bank based in another country but the guarantee “confirmed” by a bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or
- Construction Guarantee Fund

17.1	Pre bid meeting – Venue: Conference Hall High Commission of India 36-38, Galle Road, Colombo-03	PRE-BID MEETING
	Date 12 February 2015. Time 15:00 hrs	
19.2	(a) The Employer's address for the purpose of Bid submission is Second Secretary (Development Cooperation) High Commission of India 36-38, Galle Road, Colombo-03 (b) Contract Name: Construction of Civil Engineering & Mechanical Engineering Complex at Faculty of Engineering, University of Jaffna at Ariviyal Nagar, Kilinochchi	SEALING AND MARKING OF BIDS
20.1	The deadline for submission of bids shall be 15:00 hrs on 26 February 2015.	DEADLINE FOR SUBMISSION OF BIDS
23.1	Bids will be open soon at 15:30 hrs on 26 February 2015 at High Commission of India, 36-38, Galle Road, Colombo-03	BID OPENING
29.2(a)	Delete ... "but including Day works, where priced competitively	EVALUATION AND COMPARISON
31.1	Delete	AWARD OF CONTRACT
31.2	Add to 31.2(C) as follows. If the past performance of a bidder is poor or unsatisfactory in terms of delay, bad workmanship or any other, the bidder shall be subjected to disqualification.	AWARD OF CONTRACT
34.1	The amount of Performance Security is Ten Percent (10%) of the Initial Contract Price and shall be valid up to 30 days beyond the intended completion date. <ul style="list-style-type: none"> Performance Security shall be issued by an agency acceptable to Employer using the form for Performance Security (unconditional guarantee) included in Section 02 Standard Forms and it shall be in favor of High Commission of India. 	PERFORMANCE SECURITY

The agencies acceptable to Employer are:

- a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or
- a bank based in another country but the guarantee “confirmed” by a bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or
- Construction Guarantee Fund

ADVANCE PAYMENT

35.1

Add

- Advance Payment Security shall be issued by an agency acceptable to Employer using the form for Advance security (unconditional guarantee) included in Section 02 Standard Forms and it should be valid for 28 Days beyond the Intended Completion Date and shall be in favour of High Commission of India.

The agencies acceptable to Employer are:

The agencies acceptable to Employer are:

- a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or
- a bank based in another country but the guarantee “confirmed” by a bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or
- Construction Guaranty Fund

36.0

Delete clause and Add

- Any dispute or difference regarding the interpretation of the provisions of the Agreement/Contract shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations within a period of six months, either party may refer the dispute to arbitration in accordance with the Arbitration & Conciliation Act 1996 of India as amended from time to time. The number of arbitrators shall be one and that the place of arbitration shall be New Delhi, India. In such a situation the applicable law will be the law of India. The language of the Tribunal shall be English. The cost shall be borne by the parties equally unless otherwise determined by the Arbitral Tribunal.

ADJUDICATOR

Contract Data

(Please note that the clause nos. given hereunder are that of Conditions of Contract)

A. GENERAL

Clause No.

1.1

The Employer is

DEFINITIONS

Name: **Second Secretary (Development Cooperation)**
 Address: **High Commission of India**
36-38, Galle Road,
Colombo-03

The Employer's representative is

Name: **Vice Chancellor**
 Address: **University of Jaffna,**
P.O. Box 57, Thirunelvely,
Jaffna.

The Engineer is

Name and Address will be intimated at the time of signing of the contract.

The Engineer's representative is

Name and Address will be intimated at the time of signing of the contract.

The Works consists of: **Construction of two storied building (Four Blocks) for the Civil and Mechanical Engineering Complex with Court yard and Entrance lobby.**

The Site is located at **ARIVIYAL NAGAR, KILINOCHCHI.**

The Start Date shall be within **14** Days from the date of the Letter of Acceptance.

2.3(10) The following documents also shall be a part of Contract.
 (i) Vat Form

INTERPRETATION

8.1 Schedule of other contractors: None

OTHER CONTRACTORS

9.1 Schedule of Key Personnel:**PERSONNEL**

Category	Required Qualification and Working arrangement	Amount to be recovered
Chartered Engineer	Chartered (Civil) Engineer in building construction - Visiting - 10 hours per week	Rs.2,000/- per hour
Engineer	B.Sc. (Civil) Engineer over 05 years experience in building construction – Full Time	Rs.50,000/- per month
Two Technical Officers	‘NDT (Civil) or equivalent over 07 years experience in building construction - Full time	Rs.30,000/- per month
Technical Officer	Technical Officer – NDT (Electrical) or equivalent over 05 years experience in Electrical Installation - Whenever needed	Rs.1,000/- per hour

Add

Attendance, certified by the Engineer's Representative shall be attached to interim claims. If the Contractor fails to employ such personnel, the amounts mentioned in the above table in respect to each personnel shall be deducted from payments due to the contractor.

13.1

Action shall be taken to terminate the Contract after deducting the fine for 07 days.

INSURANCE

The minimum insurance covers shall be :

- (a) The minimum cover for insurance of the Works and of Plant and Materials is **110%** of the Initial Contract Price. The maximum deductible for insurance of the Works and of Plant and Materials is **five percent (5.0%)** of Initial Contract Price.
- (b) The minimum cover for loss or damage to Equipment is **hundred percent (100%)** of the Equipment cost. The maximum deductible for insurance of Equipment is **five percent (5%)** of the Equipment cost.
- (c) The minimum cover for insurance of other property is **Rs.100,000/-**
- (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 work is **Rs.500,000/-** per event.

13.2

- (a) The minimum cover for personal injury or death
 - For the Contractor's workmen is **Rs.200,000/-** per event.
 - Contractor's Employees other than workmen is **Rs.500,000/-** per event.

17.1	The Intended Completion Date for the whole of works shall be three hundred and sixty five (365) Days from the Start Date.	INTENDED COMPLETION DATE
21.1	The Site Possession Date shall be within 13 Days from the date of the Letter of Acceptance.	POSSESSION OF THE SITE
24	Delete and Add Any dispute or difference regarding the interpretation of the provisions of the Agreement/Contract shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations within a period of six months, either party may refer the dispute to arbitration in accordance with the Arbitration & Conciliation Act 1996 of India as amended from time to time. The number of arbitrators shall be one and that the place of arbitration shall be New Delhi, India. In such a situation the applicable law will be the law of India. The language of the Tribunal shall be English. The cost shall be borne by the parties equally unless otherwise determined by the Arbitral Tribunal	DISPUTE RESOLUTION
27.1	The Contractor shall submit a Programme for the Works within 14 Days from the date of the Letter of Acceptance.	PROGRAMME
27.3	The period between Program update is 01 Month .	
27.4	The amount to be withheld for late submission of a program is two percent (2%) of the Contract Price . Action shall be taken to terminate the contract after withholding the said fine for 14 days .	
35.1	The Defects Liability Period is 365 Days .	CORRECTION OF DEFECTS
39.2	Engineer may order Net Variation within 10% of the Contract Award Price.	VARIATIONS
40.2	Add at the end of the sub clause <ul style="list-style-type: none"> • Engineer may order Variation within 10% of the Contract Price. • In fixing the appropriate new rates, mark up for overheads and profits shall be limited to maximum of 16.0% of the “Basic Cost” of such items. The Basic Cost means cost of materials, labour and equipment”. • In fixing such ‘Basic Cost’, the Engineer shall use the rates for labour, which are used in preparing the “Building Schedule of Rates” and prices for Materials and Equipment shall be used the prevailing market prices 	PAYMENTS OF VARIATIONS

Category	Rate(Rs.)
Special Skill Labour	900.00
Skill Labour	800.00
Semi Skill Labour	700.00
Labour	600.00

44.1(m) Other Compensation Events: None

**COMPENSATION
EVENTS**

46.1 Not Applicable

CURRENCIES

47.1 The Contract Price is not subjected to price adjustment

**PRICE
ADJUSTMENT
RETENTION**

48.1 The retention from each payment shall be **ten percent (10%)** of the certified work done.

The limit of retention shall be **five percent (5%)** of the Initial Contract Price.

49. The liquidated damages for the whole of the Works shall be 0.03% of the Initial Contract Price per day subject to a maximum of **ten percent (10%)** of the Initial Contract Price.

**LIQUIDATED
DAMAGES**

51.1 **Add**

- Advance Payment Security shall be issued by an agency acceptable to Employer using the form for Advance Security (unconditional guarantee) included in Section 02 Standard Forms and it should be valid for 28 Days beyond the Intended Completion Date and shall be in favour of High Commission of India.

The agencies acceptable to Employer are:

- a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or
- a bank based in another country but the guarantee “confirmed” by a bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or
- Construction Guarantee Fund.

52.1	The Performance Security shall be Ten percent (10.0%) of Initial Contract Price.	SECURITIES
	Performance Security shall be issued by an agency acceptable to Employer using the form for Performance Security (unconditional guarantee) included in Section 02 Standard Forms and it shall be in favour of High Commission of India.	
	The agencies acceptable to Employer are:	
	<ul style="list-style-type: none"> • a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or • a bank based in another country but the guarantee “confirmed” by a bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or • Construction Guarantee Fund 	
53	Deleted	DAY WORKS
58.1	Schedule of operation and maintenance manuals: None. As Built Drawings: Contractor shall supply the same within 14 days from the issue of the practical completion certificate.	OPERATION AND MAINTENANCE MANUALS
58.2	The amount to be withheld for non submission of As Built Drawings is one percent (1%) of the contract price	
59.2	<p><u>Add</u></p> <ul style="list-style-type: none"> i. The Contractor does not employ the required Key Personal as stated in the Clause 9.1 of the Contract data, within 07 days after informing him to employ the Personals. ii. The Contractor delays the submission of updated Programme by more than 14 days from the schedule date as stated in the Clause 27.3 in the Contract data. iii. Contractor’s performance is behind schedule and does not execute the works as per the approved work programme/amended work programme 	TERMINATION

59.2(a) **Delete**
.....28 Days.....

Add
.....14Days.....

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 **twenty five percent (25%)** of the balance work.

**PAYMENT UPON
TERMINATION**

63.7 The attendance fee payable to the Contractor on nominated sub- contractor's work shall not exceed **eight percent (08%)**

**ATTENDANCE FEE
PERCENTAGE**

SECTION 6

SPECIFICATIONS

GENERAL SPECIFICATIONS

- 01 Specifications for Building Works – Volume I
ICTAD Publication No. SCA/4/I
3rd Edition (Revised) – July 2004
- 02 Specifications for Building Works – Volume II
ICTAD Publication No. SCA/4/II – Sanitary Installations
2nd Edition (Revised) – October 2001
- 03 Specifications for Water Supply Sewerage and Storm Water Drainage Works
ICTAD Publication No. SCA/3/2
2nd Edition (Revised) – April 2002
- 04 Specifications for Electrical and Mechanical Works
Associated with Building and Civil Engineering
ICTAD Publication No. SCA/8
2nd Edition (Revised) – August 2000

Copies of above publications shall be purchased from the Institute for Construction, Training and Development (ICTAD), "Sawsiripaya", 123, Wijerama Mawatha, Colombo 07.

SECTION 7

BILL OF QUANTITIES

SECTION - 8

DRAWINGS

Construction of Civil Engineering & Mechanical Engineering Complex at Faculty of Engineering, University of Jaffna at Ariviyal Nagar, Kilinochchi
List of Drawings

Drawing No.

Architectural:

Structural:

Water Supply :

Electrical:

SECTION 09

STANDARD FORM [BID SECURITY]

Form of Bid Security

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]

Issuing Agency:
[insert issuing agency's name and address of Issuing branch or Office]

Beneficiary:

High Commission of India,
 36-38, Galle Road,
 Colombo-03

Date: *[insert (by issuing agency) date]*

BID GUARANTEE No: *[insert (by issuing agency) number]* We have been informed that *[insert (by issuing agency) name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated..... *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]*

Furthermore, we understand that, according to the conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words]* (..... *[amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- a) has withdrawn its Bid during the period of bid validity specified; or
- b) does not accept the correction of errors in accordance with the Instructions to Bidders(hereinafter "the ITB") ; or
- c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuse to furnish the Performance Security, in accordance with the ITB.

This guarantee will remain in force up to *(insert date as at Invitation For Bid)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

.....
[signature(s) of authorized representative(s)]

SECTION - 10

VAT FORM

Value Added Tax

Service :

Construction of Civil Engineering & Mechanical Engineering Complex at Faculty of Engineering, University of Jaffna at Ariviyal Nagar, Kilinochchi

The bidder is required to show the total amount of V.A.T. for the bid, separately in the place shown below. The bidder is strictly **instructed not to include V.A.T. in his bid value.**

Particulars to be furnished by the bidder :

1. V.A.T. registration No of the bidder :	
2. V.A.T. amount for the bid :	

.....
Signature of Bidder

Date :

SECTION 11

CHECK LIST

CHECK LIST

(The Bidder are advised to fill the following Table)

	ITEM	ITB CLAUSE	YES (TICK)	REFERENCE
1.	FORM OF BID			
	Addressed to the Employer?	18		
	Completed ?	18		
	Signed ?	18		
2.	BID SECURITY			
	Addressed to the Employer ?	16		
	Format as required ?	16		
	Issuing Agency as specified ?	16		
	Amount as requested ?	16		
	Validity Period ?			
3.	ICTAD Registration			
	Grade ?	04		
	Validity Period ?	04		
4.	QUALIFICATION INFORMATION			
	All relevant information completed and submitted?	04		
	signed ?	04		
5.	ADDENDUM			
	Contents of the addendum (if any) taken in to account ?	10		
6.	BID PACKAGE			
	All the documents given in Clause 12 .1 in the Bidding Data enclosed in the original and copy ?	12		
	ITB Clause 19 followed before Sealing the Bid Package ?	19		