NOTICE INVITING TENDER

FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

The President of India acting through the *High Commissioner* of India in *Colombo, Sri Lanka* requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING** of High Commission of India, No:36-38, Galle Road, Colombo-03. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of Sri Lankan Rupees 3,000,000/- (See Section VII) must reach office of **Head of Chancery, High Commission of India, No:36-38, Galle Road, Colombo-03, admn.colombo@mea.gov.in, 011-2335552** on or before **1500 Hrs** of **03**rd **May 2024**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <u>https://eprocure.gov.in/cppp</u> or from the official website of the **High Commission of India, Colombo** at <u>https://hcicolombo.gov.in/tendernotice_archive</u>.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the *High Commission of India* in Colombo, Sri Lanka for **CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING** of the High Commission of India, No:36-38, Galle Road, Colombo-03.

3. **Location and description of Property:** High Commission of India, No:36-38, Galle Road, Colombo-03, Sri Lanka.

4. <u>Scope of Work / Detailed specifications</u> :

S.no.	Roof	Area
1	Roof on fifth floor	767 m^2
2	Roof over water tank slab on fifth floor	205 m ²
3	Roof on third floor front side	900 m ²
4	Roof on third floor rear side	330 m ²
5	Roof on second floor	451 m ²
	Total Area	2653 m²

i) Area of the different roof levels to be covered at the Chancery building are as follows:

ii) <u>Works to be done at the above roof levels are</u> :

a) Removal of existing protective screed and water proofing

- b) Drilling through concrete beams and wall to fix roof beams and columns
- c) Chemical anchoring
- d) Casting of stub columns to mount metal columns

e) Framing, fabrication, supply and installation of galvanized steel members & bolts; cold rolled purlins of high tensile steel; and Zn/Al alloy roofing sheets made of high tensile steel base & Zn/Al alloy coating, over the roof areas tabulated above.

f) Supply and installation of ridge covering, hip covering, flashings and claddings with Zn/Al sheets, along with Zn/Al gutters, rainwater downpipes, strip-type ceiling for eaves and wooden valance with aluminium paint

g) Membrane type water proofing below the cooling towers area slab along with concrete ledge to prevent flow of water to the roof slab areas.

iii) **Quantities, Technical Specifications and Design**:

Quantities and drawings indicating tentative structural details and technical specifications are enclosed at *Annexure-A* for reference of bidders. Bidders may quote exact quantities as per their own design of the roof

canopy. However, bidders must design the roof canopy as per the load bearing capability of the existing building. Also, the canopy must be able to withstand the live wind loads as prevalent in the area. The design submitted by the bidder must be duly approved by any Government-approved Engineering Institute of Sri Lanka.

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

5. **Period of Completion**: 120 days calculated from the date of commencement of works.

6. **Site visit**: Physical visit to the site is mandatory for clear understanding of the site condition & scope of works 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. Arun Garg, Attaché (Property), High Commission of India, No:36-38, Galle Road, Colombo-03., admn.colombo@mea.gov.in, Telephone 011-2335552.*

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 03:00PM, on **03rd May 2024** in the office of *Head of Chancery, No:36-38,Galle Road, Colombo-03., admn.colombo@mea.gov.in,* **011-2335552**). Technical bids will be opened on **03rd May 2024** in the *High Commission of India Colombo*. All pages of the submitted document must be signed by authorized signatory.

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

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 II	: Form of Tender - Financial bid letter (Section-VI) (Lump sum fixed price to be quoted on this form by Bidder)							
Document III	:Standard Guarantee,	formats etc. (Section	for n-VII).	Earnest	Money	Deposit	(EMD)	/

* 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

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

Invitation to Tender

1. The President of India acting through the *High Commissioner* of India in Colombo, *Sri Lanka* invites Lumpsum Fixed Price Tender for **CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING** at High Commission of India, No:36-38, Galle Road, Colombo-03. The Lump-sum Fixed Price/Amount tender shall be on the basis of following tender documents.

Technical Bid Document:					
Document – I	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 (03:00pm) on 03rd May 2024 in the office of *Head of Chancery, No:36-38, Galle Road, Colombo-03., admn.colombo@mea.gov.in,* 011-2335552. Technical bids will be opened at (03:30pm) on 03rd May 2024 in the *High Commission India, Colombo.* Any Tender received after this date and time will not be considered.

3. Technical Bids will be opened at (*03:30pm*) on **03rd May 2024** in the *High Commission of India, Colombo*. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the *High Commission of India, Colombo*.

4. The Tender shall remain valid for a period of One Eighty (180) 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 Colombo, Sri Lanka in the Diplomatic property of the High Commission of India, Colombo.
- **5.2 Similar work**: The Tenderer must have satisfactorily completed (i) one similar work of value of Sri Lanka Rupees 48,320,000/- **or** (ii) two similar works of value of Sri Lankan Rupees 36,240,000/- **or** (iii) three similar works of value of Sri Lankan Rupees 24,160,000/. 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 24,160,000/- 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 or more than Sri Lankan Rupees 30,200,000/- 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.
- **6. Defects Liability Period**: Defects Liability period will be twelve months from date of completion of project.

7. **Performance Security**: Performance Security shall be submitted by the successful bidder within 21 days after notification of award. It shall be in the form of an unconditional and irrevocable Bank Guarantee (as per the template given in Tender document) for 10% of the Accepted Tender Amount. It should be valid up to 60 days beyond the date of completion of all contractual obligations of the contractor.

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 is being defined as the mobilization period.

9. Mobilization Advance :

- i) Mobilization advance equal to 10% of the Accepted Tender Amount shall be released only after obtaining an equivalent Bank Guarantee bond from scheduled bank valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period of complete recovery.
- ii) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
- iii) The recovery of the Mobilization Advance will be in two installments. 50% Mobilization Advance will be recovered on reaching 30% progress and the balance 50% Mobilization Advance will be recovered on reaching 70% progress.

10. Completion: The Period of Completion for the whole of the works is 120 days calculated from the date of commencement of works.

11. Retention Money: Retention Money will be 5% of the accepted tender amount. 5% Retention Money will be deducted from each Running Account Bill. Retention Money will be returned after completion of the Defect 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 13, 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 Colombo.

13. Rejection: The *High Commission of India, Colombo* 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.

14. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors' and Specialists' names he proposes to use on the Works. **The** *High Commission of India, Colombo* reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reasons.

15. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

Address:

Email:

Fax:

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

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 mandatory to acquaint with site conditions & clearly understand the scope of 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** *High Commission of India, Colombo* 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 3,000,000/-. 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 Pre-bid meeting: A pre-bid meeting is scheduled at 11:00 AM on **19th April 2024** in the *High Commission of India located at* 36-38 Galle Road, Colombo. Interested bidders may contact the office of **Sh. Arun Garg, Attaché** *(Property), High Commission of India, No:36-38, Galle Road, Colombo-03, admn.colombo@mea.gov.in, 011-2335552* to attend the pre-bid meeting.

1.6 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.

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. Bidder 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. 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 work and site visit. 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 the tender document. 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 document.

1.7 Validity of Bid - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the Financial Bids or up to any mutually extended period.

1.8 Tender and Schedule of Quantities

1.8.1 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.

1.8.2 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.

1.8.3 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.

1.8.4 The rate quoted by the bidder shall include any credit towards scrap from the existing items removed.**1.8.5** 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.

1.8.6 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.

1.9 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.

1.10 Errors and Rectification:

1.10.1 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.

1.10.2 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.

1.10.3 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.

1.11 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with <u>"TENDER</u> FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING" 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 " <i>EMD</i> ".
Envelope B:	Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as " <i>Technical Bid</i> ".
Envelope C:	Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as <i>"Financial Bid"</i> .

- 1.11.1 The last date of submission of sealed bids is 3:00 pm on 03rd May 2024 in the office of Head of Chancery, High Commission of India, 36-38 Galle Road, Colombo, Tel: 011-2335552, Email: <u>admn.colombo@mea.gov.in</u>.
- **1.11.2** The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India, Colombo to all Bidders. Tenders received after this date will not be considered.
- **1.11.3** 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.

1.12 Selection process:

1.12.1 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.

1.12.2 Envelope B (Technical bids) will be opened at 3:30 pm on **03rd May 2024** in the *High Commission of India, Colombo.* Applicants may send their representative to be present during opening of bids after obtaining prior permission from the *High Commission of India, Colombo.* Envelop B (Technical Bids) will be opened **for only those bidders who have submitted EMD** before last date and time of submission of bids.

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

1.12.4 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 *High Commission of India*, *Colombo*.

1.13 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the *High Commission of India, Colombo*. The *High Commission of India, Colombo* 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.

1.14 Amendments to Tender Document - At any time prior to the date of opening of the tender, the *High Commission of India, Colombo* 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 *High Commission of India, Colombo.*

1.15 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact **Sh. Arun Garg, Attaché (Property), High Commission of India, 36-38 Galle Road, Colombo, Tel: 011-2335552, Email: <u>admn.colombo@mea.gov.in</u>.**

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

- **1.17** Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the High Commission of India, Colombo as to the meaning of anything connected with the Tender Document.
- **1.18 Disqualification of Tender** Tenderer may be disqualified for any reason including but not limited to the following:
 - **1.18.1** If tenderer sets forth any conditions which are unacceptable to the High Commission of India, Colombo.
 - **1.18.2** 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.
 - **1.18.3** If there is evidence of collusion between Bidders.
 - **1.18.4** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
 - **1.18.5** If Bid price is disclosed or become known before opening of Financial Bid.

1.19 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.

1.20 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 High Commission of India, Colombo.

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

1.22 Payment schedule : The payments shall be released as per the following schedule:

S. no.	Roof canopy constructed	Area covered (in sq.m.)	Payment to be released upon completion
1	Roof on fifth floor & water tank	972 m ²	30%
2	Roof on third floor (front & rear side)	1230 m ²	40%
3	Roof on second floor	451 m ²	30%
	TOTAL	2653 m²	100%

5% Retention Money will be deducted from each Running Account Bill. Retention Money will be returned after completion of the Defect Liability Period.

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

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

Section-II

1 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.

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

Section-III

2 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 120 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 of Letter of Award or from the date of handing over of site whichever is later.

S. no.	Roof canopy to be constructed	Area covered (in sq.m.)	Payment to be released upon completion
1	Roof on fifth floor & water tank	972 m ²	30%
2	Roof on third floor (front & rear side)	1230 m ²	40%
3	Roof on second floor	451 m ²	30%
	TOTAL	2653 m²	100%

3.6 Payment schedule : The payments shall be released as per the following schedule:

Note: 5% Retention Money will be deducted from each Running Account Bill. Retention Money will be returned after completion of the Defect Liability Period.

- **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 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, Colombo*.

- **3.10** On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.
- **3.11** If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 3.12 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, Fraudulent Anti-competitive (II) practice, (III) practice, (IV) Coercive practice, (V) Conflict of Interest and (IV) Obstructive practice.
- **3.13 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.
- **3.14** The Contractor shall include the credit of salvage value of the demolition waste in the financial bid.

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

Section-IV

Scope of Work / Detailed specifications

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

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

Section-V

4 Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

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** The rate quoted by the bidder shall include any credit towards scrap from the existing items removed.
- **4.5** 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.
- **4.6** 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.

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

Section-VI

5 Form of Tender

(To be submitted by the bidder)

TO: The *High Commissioner* of India in *Sri Lanka*

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: (Amount to be indicated by the bidder in Number and words and also the currency) 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

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING

Section-VII

Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: **CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING** of the **High Commission of India**, No:36-38, Galle Road, Colombo-03.

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

Whereas m/s (**name of contractor with address**) have submitted their tender for **TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING** for the 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 90 (Ninety) 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 hereinabove, this guarantee is valid from date of issue up to the (date after 90 days from date of issue) and claims under this guarantee should be submitted not later than (date after 90 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:

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING of the High Commission of India, No:36-38, Galle Road, Colombo-03

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING** of the **High Commission of India**, No:36-38, Galle Road, Colombo-03.

Name and Address of Beneficiary: The High Commission of India, Colombo

Date:

Whereas m/s (name of contractor with address) have submitted their tender for TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF CANOPY OVER THE ROOF OF THE CHANCERY BUILDING of the High Commission of India, No:36-38, Galle Road, Colombo-03 for the 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 performance security amounting to _______) in

2. This guarantee is valid for a period of 90 (NINETY) 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.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from date of issue up to the (date after 90 days from date of issue) and claims under this guarantee should be submitted not later than (date after 90 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 Lankaand 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: