

# INVITATION FOR BIDS



## High Commission of India Colombo, Sri Lanka

Grant No.Col/DC/228/06/2017



Invites bids from qualified ICTAD registered C3 or above (Building) Sri Lankan bidders and Indian bidders who are equivalent to C3 or above (Building) to undertake the **"Transit Housing Project at Madhu, Mannar."** estimated cost of SLR 300 Million (Excluding VAT).

Bid documents can be collected from the High Commission of India No. 36-38, Galle Road, Colombo-03 for a fee of Rs.10,000/- per document on any working day from 10.00 AM to 4.00 PM from 08 January 2019 to 25 January 2019 (Contact No. 077-8203827 / 011-2395007). These Documents can also be seen on the Mission's website [www.hcicolombo.org](http://www.hcicolombo.org) before purchasing them.

The last date for submission of sealed Bids with all prescribed documents is 3.00 pm on 31 January 2019. Bids will be opened on the same day at 3.30pm.



Invitation for Bids (IFB)  
**HIGH Commission Of India**  
**Grant Number: Col/DC/228/06/2017**



## Transit Housing Project at Madhu, Mannar

Bid No	Description of Work	Estimated Cost SLR Mn (Excluding VAT)	Contract Period	Required Grade
Col/DC/228/06/2017	Construction of Transit Houses at Madhu, Mannar.	300	12 months	Sri Lankan Bidder: C3 or above / equivalent (Building)
				Indian Bidder: Equivalent to C3 or above (Building)

- Government of India has approved a grant for “**Construction of Transit Houses at Madhu, Mannar**”, and intends to apply part of the proceeds of this grant to payments under the Contract named above.
- The Government of India invites sealed bids from eligible and qualified bidders to construct Transit Houses at Madhu, Mannar. The construction will consist 14 blocks each consisting 12 unit houses. The Construction period is 365 calendar days.
- Counsellor (Development Cooperation) on behalf of the High Commission of India** now invites sealed bids from eligible and qualified bidders for construction of the above under National Competitive Bidding procedure.
- 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 dully super scribed.
- To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the requirements of CIDA registration as above or its equivalent.
- Qualification requirements are indicated in the Bidding document. Additional details are provided in the Bidding Data & Contract Data.
- The Bidding Documents can be seen on Mission’s website [www.hcicolombo.org](http://www.hcicolombo.org).
- 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 08 January 2019 to 25 January 2019 between **10:00 hrs**

**to 16:00** hrs. Upon payment of a non refundable fee of **Rs. 10,000.00**. The payment should be made by cash.

9. Bids shall be delivered by registered post or by hand to the **Counsellor (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03** on or before **31 January 2019, 15:00 hrs** Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose attend.
10. Pre Bid meeting will be held at the High Commission of India, 36-38, Galle Road, Colombo-03 at 1500 Hrs on 21 January 2019
11. 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.
12. The High Commission of India, Colombo shall issue a Corrigendum or Addendum addressing all issues clarified during the pre-bid meeting.
13. 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.
14. 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.
15. 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.
16. 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.
17. The decision of High Commission of India in deciding the eligibility of the company to take part in the tender process is final.
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. The Bids shall be valid for 119 days from the date of closing of bids or any extended period. All bids shall be accompanied by a Bid Security.

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

## **SECTION - 1**

### **Instructions to Bidders**

**CIDA /SBD/02**

Instructions to Bidders shall be read in conjunction with Bidding Data under Section 2 (Volume 2). Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the contract are include under section 3 - Conditions of Contract (Volume 1) and contract Data under Section 4 (Volume 2). However, a few of such information is reproduced in this section to facilitate the bidders to price their bids.

Instructions to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.

**Second Edition**

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**January 2007**

## **SECTION – 2**

### **BIDDING DATA**

This Section shall be read in conjunction with section 1 – Instruction to Bidders, and is intended to provide specific information in relation to corresponding clauses in section 1. Whenever there is a discrepancy, the provisions in Section 2 – Bidding Data Shall Supersede those provided in the section 1 – Instructions to Bidder

## **Bidding Data**

### **Instruction to Bidders Clause Reference**

#### **Employer's Name and Address**

**1.1**      Name     :    High Commissioner of India  
  
Address :    36-38, Galle Road, Colombo-03

#### **The Employer's representative**

Name       :    The Secretary - Ministry of Tourism Development & Christian  
Religious Affairs  
  
Address :    6<sup>th</sup> Floor, Rakshana Mandiraya,  
No 21, Vauxhall Street,  
Colombo 02.

#### **1.1        Scope of Works**

Construction of Transit Houses at Madhu, Mannar. The construction will consist 14 blocks each consisting 12 unit houses.  
Located at Mannar, Sri Lanka.

#### **1.2        Time for Completion**

The Time for Completion for the whole of works shall be Three Hundred and Sixty Five (365) calendar days from date of start.

#### **2.1        Source of Funds**

The source of funds is from the Government of India

#### **4.1        Qualification Information**

The following information in certified copies shall be provided in the forms given in Section 9 – Schedules:

- CIDA Registration;  
Registration Number .....  
Grade .....  
Specialty .....  
Expiry Date .....
- VAT Registration Number .....
- Attach Construction Program

- Attach Legal Status (Sole Proprietor, Partnership, Company etc)
- Attach authentication for signatory (Power of Attorney or letter of Authorization).
- Annual turn-over (Construction only) during last five years.4.2(b)
- Construction Experience during last five years as per 4.2(c)
- Details of Financial Capacity as per 4.2 (f)
- Total monetary value of a similar nature and size for each of the last five years
- Construction equipment
- Staffing (Documentary evidence for Qualification of proposed staff).
- Attach Work plan and methods;
- Details of work in hand
- Availability of working capital requirement for the work in hand.

**4.2(a) CIDA registration required**

The registration required;

Specialty : Building Construction

Grade : CIDA Grade C3 or above

Validity : Valid at the time of closing of the Bids and also at the time of award.

**4.2(b) Average annual volume of construction work performed in last five years**

Average annual volume of construction work performed in last five years shall be at least not less than SLR. 450 million. Audited Statements of last five years shall be submitted along with the bid document.

**4.2(c) Experience as prime contractor in the construction of at least one work of a nature and complexity similar to the works over the last 5 years, not less than 250 million (to comply with this requirement, works cited should be at least 80% complete)**

**4.2(d) Essential equipment**

Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment shall be depending on the Bidder's construction methodology.

Construction programme & methodology should be submitted along with the bid.

**4.2(e) Qualifications and experience of the Contract Manager**

1 nr. Chartered Civil Engineer with minimum 5 years post Charter experience

**Construction management services (resident at site)**

1nr. B.Sc (Civil) Engineer or equivalent with minimum 8 years experience.

1nr. Quantity Surveyor, B.Sc (QS) or equivalent with 5 years construction experience

2nr. Construction Superintendents, NDT (Civil) or equivalent with 5 years construction experience



**4.2(f) Liquid assets and / or credit facilities required.**

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 LKR 75.0 million. Credit facility should be addressed to Commissioner of Department of Excise.

- **(Net working Capital - 0.2\*Work in hand + Credit Facility) > 75.0 million.**
- **Net working capital will be calculated from the latest Balance sheet of the audited financial statement of the company.**

**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 values. Working capital needed for the work in hand shall be taken as 20% of the value of work in hand**

**10.1 Clarification of Bidding Document**

Employer's address for clarification of Bidding documents is :

Name of Officer : Counsellor (Development Cooperation)

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

E-mail : [dc.colombo@mea.gov.in](mailto:dc.colombo@mea.gov.in)

**13.1 (A)(j) Documents comprising the Bid**

**Bidders are required to submit with their Bid the following particulars**

**Qualification Information**

The following information shall be provided in Section 9 – Schedules:

1. CIDA(ICTAD) Registration  
Registration Number: .....  
Grade: .....  
Specialty: .....  
Expiry Date: .....
2. VAT Registration Number:.....
3. Attach Legal Status (Sole proprietor, Partnership, Company etc.)
4. Attach authentication for signatory
5. Total monetary value of construction work performed  
For the last five years;
6. Experience in works of a similar nature and size for the  
last three years;
7. Construction equipment;
8. Staffing;
9. A Method Statement and Construction Programme, giving sufficient

details, methodology and criteria, programme and time table for the execution of the Works and procurement of material. The following shall be included; Critical Path Work Programme illustrating the methodology that will be used to complete the works within the specified time frame including all Nominated and separate contracts. Critical Path Programme shall include the following

- Identify all the building works and the proposed start and completion dates.
  - Identify all material resources required to and the lead times required between ordering the materials and the expected delivery to site,
  - Identify all labour resources required to complete the works, over the 24 hour day, per week of the construction period. Labour resources shall be indicated by trade and proposed number per trade.
  - All areas of potential risk (labour, material, other)
  - Materials information will include materials ordered, expected delivery date to site, and actual delivery date to site.
  - Identify any issue that may have impact on the completion of the works.
10. A list of the plant and machinery which the Bidder proposes to use in the execution of the Works, together with information in each case, on the type of plant/equipment, capacity, year of manufacture, country of origin and availability of spare parts;
  11. Details of construction management personnel required as per this contract, identifying them by name and their curriculum vitae shall accompany the Bid.
  12. Particulars of the Bidder's proposed Site Organization, particulars of the labour force, giving details of the number of workmen to be employed during the Contract and their classifications;
  13. Method of quality assurance;
  14. Proposed safety precautions;
  15. Details of guarantees/warranties for plants and equipment wherever relevant

#### **14.4 Adjustment of change in cost**

The Contract is not subjected to price adjustment.

#### **17.1 Amount of Bid Security**

The amount of Bid Security is Sri Lanka Rupees Six Million (SLR 6,000,000.00). The specimen form given in section 11 Standard Forms shall be used for the purpose.

## **17.2 Validity of Bid Security**

The Bid Security shall be valid up to 147 Days from the bid opening. The bid security shall be unconditional on-demand Bank Guarantee issued by a commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. The format of the Bid Security should be in accordance with the specimen form of Bid Security included in the Document.

## **19.1 Pre-Bid Meeting**

Pre bid meeting will be held;

Date : 21 January 2019

Time : 3.00 Pm

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

## **21.2(a) SEALING AND MARKING OF BIDS**

The Employer's address for the purpose of Bid submission is

Counsellor (Development Corporations)  
High Commission of India,  
36-38, Galle Road,  
Colombo-03

## **21.2(b) Identification Number of Contract**

Identification Number of the Contract is : **Col/DC/228/06/2017**

## **22.1 Deadline for submission of Bids**

Deadline for submission of Bids : at 3.00 Pm on 31 January 2019.

## **25.1 Bid Opening time and Place**

Venue, time and date of Bid opening

High Commissioner of India, 36-38, Galle Road, Colombo-03, at 3.30 pm on 31 January 2019.

## **30.0 Evaluation and comparison of Bids**

Add Following Sub clauses;

- (e) Making appropriate adjustments as described below to reflect discounts or other price modifications offered in accordance with Sub-Clause 24.5.
  - i. If discounts are offered to limited items it should be applicable to such items;
  - ii. If the discount offered is to the total bid price as a percentage it should be

- applicable to all the Items at the percentage discount offered, excluding for contingencies and provisional sum items. Before the contract award all rates and prices shall be adjusted to suit the discount.
- iii. If the discount offered is to the total bid price as a lump sum, such lump sum amount should be considered for evaluation and before the award of contract such lump sum amount shall be uniformly distributed to all the items, excluding for contingencies and provisional sums.
- (f) Evaluating of all requirements stated in the given specifications for Specialized Works in addition to the requirements stated in the Clause 4 and Clause 28

### **35.1 Amount of Performance Security**

The Standard form of Performance security acceptable to the Employer shall be an unconditional on demand Bank Guarantee issued by a commercial Bank Operating in Sri Lanka, approved by the Central Bank of Sri Lanka.

The amount of Performance Security is 5% of the initial Contract Price. The Performance Security shall be valid until 28 days beyond the Defects Notification Period.

Fees and types of reimbursable expenses to be paid to the Adjudicator on a case to case basis and shall be shared equally by the Contractor and the Employer.

### **37.0 *Delete Clause 37 Adjudicator and insert following;***

#### **37 Dispute Adjudication Board (DAB)**

37.1 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.

# SECTION - 3

## 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”, CIDA Publication No. CIDA/SBD/02, Second Edition – January 2007 and Addendum 1 published on October 2009. The Bidder may purchase this document from Construction Training And Development Authority (CIDA), No. 123, Wijerama Mawatha, “Sawsiripaya”,Colombo-07.

<p><b>Note:</b> Conditions of Contract shall be read in conjunction with Section 04 - Contract Data in Volume 2, which shall take precedence over the Condition of Contract.</p>
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## **SECTION – 4**

### **CONTRACT DATA**

This section shall be read in conjunction with Section 3 – Conditions of Contract, and is intended to provide specific information in relation to corresponding Clauses in section 3 – Whenever there is a discrepancy, the provisions in Section 4 – Contract Data shall supersede these provided in the section 3 – conditions of contract.

## *Contract Data*

### **Conditions of Contract Clause Number/s**

1.1.2.2 & 1.3	Employer's name and address	Name:	The High Commission of India
		Address:	36-38, Galle Road, Colombo-03
	Employer's representative	Name:	The Secretary – Ministry of Tourism Development & Christian Religious Affairs
		Address:	6 <sup>th</sup> Floor, Rakshana Mandiraya, No 21, Vauxhall Street, Colombo 02..
	Contractor's name and address	Name:	.....
		Address:	.....
1.1.2.4 & 1.3	Engineer's name and address	Will be intimated at the time of signing the contract	
	Engineer's representative	Will be intimated at the time of signing the contract	
1.1.3.3	Time for Completion of the Works	Time for Completion is <b>365</b> Days from the date of start.	
1.1.3.7	Defects Notification Period	Defects Notification Period is <b>365</b> Days	
2.1	Right to access to the site	<b>14 Days</b> after the Letter of Acceptance	
3.1	Engineer's Duties and Authority	The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub- Clauses of the Conditions;	
		(a) Sub-Clause 4.11- Unforeseeable Physical Conditions	
		(b) Sub-Clause 8.8 - Suspension of Work	

4.2	Amount of Performance Security	<p>The Standard form of Performance security acceptable to the Employer shall be an unconditional on demand Bank Guarantee issued by a commercial Bank Operating in Sri Lanka, approved by the Central Bank of Sri Lanka.</p> <p>The amount of Performance Security is 5% of the initial Contract Price. The Performance Security shall be valid until 60 days beyond the Defects Notification Period.</p>
8.7	Liquidated damages for the Works	0.08% of the Initial Contract Price per Day
8.7	Maximum amount of liquidated damages	10% of the Initial Contract Price
12.2 (b)	Method of Measurement	The Method of Measurement shall be Method of Measurement of Building Works (First Revision) SLS 573: 1999 published by Sri Lanka Standard Institution
13.4(b)	Percentage for adjustment of Provisional Sums	10%
13.7	Weighting of Inputs	Price escalation not allowed. Bidders has quote price accordingly
14.2	Total Advance Payment	20% of the Initial Contract Price excluding provisional sums and Contingencies.
14.3 (c)	Percentage of retention	10% of certified value of work done.
	Limit of Retention Money	5% of the Initial Contract Price
14.5	Minimum amount of Interim Payment Certificate	Rupees. Ten Million (SLR. 10,000,000/-)
18.2	Third Party Insurance	This Amount of insurance per occurrence is Rs. 2,500,000/-



# SECTION 5

## STANDARD FORMS [CONTRACT]

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

***Notes on Form of Letter of Acceptance***

*The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 34 of the Instructions to Bidders. This Form of Letter of Acceptance should be filled in and sent to the successful bidder only after evaluation of Bids and after obtaining approval from the relevant authority.*

**FORM OF LETTER OF ACCEPTANCE**

*[Letter heading paper of the procuring entity]*

..... *[Date]*

To: ----- *[name and address of the Contractor]* -----

This is 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 hereby accepted.

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

The Commencement Date shall be: ..... *(fill the date as per Clause 8.1 of Conditions of Contract).*

The amount of Performance Security is:..... *(fill the amount as per Clause 4.2 of Conditions of Contract).*

The Performance Security shall be submitted on or before ..... *(fill the date as per Clause 4.2 of Conditions of Contract).*

Authorized Signature : .....

Name and title of Signatory: .....

## FORM OF AGREEMENT

**This Agreement** made the ..... [day] of ..... [month] 200..... [year], between ..... [name and address of Employer] (hereinafter called and referred to as “the Employer”), of the one part, and ..... [name and address of Contractor] (hereinafter called and referred to as “the Contractor”), of the other part:

**Whereas** the Employer desires that the Contractor execute ..... [name and identification no of Contract] (hereinafter called and referred to as “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

**The Employer and the Contractor agree as follows:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, 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 executing and completing the Works and remedy any defects therein, 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 hereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

.....

**Authorized signature of Contractor**

.....

**Authorized signature of Employer**

COMMON SEAL

COMMON SEAL

In the presence of  
Witnesses:

1. Name and NIC No. ....  
Signature .....  
Address .....
2. Name and NIC No. ....  
Signature .....  
Address .....

## FORM OF PERFORMANCE SECURITY (Unconditional)

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

**Beneficiary:** Counsellor (Development Cooperation)  
High Commission of India,  
36-38, Galle Road,  
Colombo-03

**Date:** -----

**PERFORMANCE GUARANTEE No.:** -----

We have been informed that ----- *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[Reference number of the Contract]* dated ----- with you, for the ----- *[insert "construction"]* of ----- *[name of Contract and brief description of Works]* (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 figures]* (-----  
-----) *[amount in words]*, 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.

This guarantee shall expire, no later than the .... day of ....., 20...*[insert date, 28 days beyond the Time for Completion]* 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

----- *[Name and address of Agency, and Address of Issuing Branch or Office]* -----

**Beneficiary:** Counsellor (Development Cooperation)  
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]* dated ----- with you, for the ----- construction of ----- *[name of contract and brief description]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ----- *[amount in figures]* (-----) *[amount in words]* 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 figures]* (-----) *[amount in words]* 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 the date, 28 days beyond the Time of Completion]*

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's Name, and Address of Issuing Branch or Office]* -----

**Beneficiary:** Counsellor (Development Cooperation)  
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]* dated ----- with you, for the execution of ----- *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the works have being taken over and the first half of the Retention Money has been certified for 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 figures]* ( ----- *[amount in words]* 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 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 - 6**

### Specifications

- General Specifications
- Special Specifications (Technical Specification)

## **GENERAL SPECIFICATIONS**

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

### **FORM OF BID**

## **FORM OF BID**

**Note:** Prior to the issue of the bidding documents, the Employer should insert relevant data for all items marked with an asterisk (\*).

Name of Contract: **Transit Houseing Project at Madhu, Mannar**

**To:** Counsellor (Development Cooperation),  
High Commission of India,  
36-38, Galle Road,  
Colombo 03.

**Gentleman,**

1. Having examined the Standard Bidding Documents – Procurement of Works – Major Contracts [ICTAD/SBD/02-Second Edition, January 2007 and Addendum 1 published on October 2009], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and Addenda for the sum of Sri Lankan Rupees .....  
.....  
(LKR. ....(Excluding VAT)) 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 soon as is reasonably possible after the receipt of the Engineer's notice to commence, 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 until the date specified in ITB Clause 16, .....2019 and it shall remain binding upon us and may be accepted at any time before that date.
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.
7. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

Dated this .....day of.....2017

Signature..... in the capacity of.....  
duly authorized to sign bids for and on behalf of.....  
[in block capitals or typed]

Address : .....

Witness : (1) ..... (2).....

**SECTION - 8**

**BILL OF QUANTITIES**

**ATTACHED SEPARATELY**

## **SECTION - 9**

### Schedules

## **Schedule 1 – General Information**

For joint ventures, each joint venture partner shall furnish information separately.

<b>ITB Clause reference</b>	<b>Description</b>	<b>Information (to be filled by the Bidder)</b>	<b>Remarks</b>	
<b>4.1 (a)</b>	<b>Legal Status</b>		Provide certified copies of Registration	
	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)		
	If a Joint Venture, names and addresses of Joint Venture Partners	1. .... 2. .... 3. ....	Provide a draft copy of the Joint Venture Agreement or alternatively the memorandum of understanding	
	If a Joint Venture, name of Lead Partner			
	For Joint ventures, each joint venture partner shall furnish Legal Status separately			
	<b>Name (Lead partner)</b>		Provide certified copies and label as attachment to Clause 4.1 (a)	
	Legal Status			
	Place of registration			
	Principle place of business			
	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 5.1		
	VAT Registration Number			
	<b>Name (Lead partner 2)</b>		Provide certified copies and label as attachment to Clause 4.1 (a)	
	Legal Status			
	Place of registration			
	Principle place of business			

	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)	
	VAT Registration Number		
	<b>Name (Lead partner 3)</b>		Provide certified copies and label as attachment to Clause 4.1 (a)
	Legal Status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)	
	VAT Registration Number		
<b>4.2 (a)</b>	<b>CIDA Registration</b>		Provide certified copies and label as attachment to Clause 4.1 (a)
	Registration Number		
	Grade		
	Specialty		
	Expiry Date		

<b><u>Schedule 2 – Annual Turn- over Information</u></b> <b><u>(Construction only – Last five years)</u></b>		
<i>For joint ventures, each joint venture partner shall furnish information separately.</i>		
Year	Turn - over	Remarks
		Attach audited reports and label as attachment to Clause 4.2

<b><u>Schedule 3 – Adequacy of Working Capital</u></b>		
<b>Source of credit line</b>	<b>Amount</b>	<b>Remarks</b>
		Attach audited reports and label as attachment to Clause 4.2
<b>Total</b>		

**Schedule 4 – Construction Experience in last five years**

*For joint ventures, each joint venture partner shall furnish information separately.*

<b>Year</b>	<b>Employer</b>	<b>Description of Works</b>	<b>Amount</b>	<b>Contractor's Responsibility (%)</b>
		<b>Total</b>		

- *Provide documentary evidence and label as attachment to Clause 4.2*



### **Schedule 5 – Major Items of Construction Equipment Proposed**

[illegible]

Schedule 6– Construction Management Staff		
A. Key Professionals		
Name	Position	Task
B. Support Staff		
Name	Position	Task

Schedule 7 – Time Schedule for Key Staff																		
			Months (in the form of a Bar Chart)															
Name	Position	Activities	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Number of Months

Full time: -----
Part time: .....

<b>Schedule 8 – Work Programme</b>
------------------------------------

(1<sup>st</sup>, 2<sup>nd</sup>, etc., are months from the Start Date)

[illegible]

# **SECTION 10**

## **DRAWINGS**

**Transit Housing Project at Madhu, Mannar**

**LIST OF DRAWINGS**

**Architectural**

**Structural**

**Water Supply & Drainage**

**Electrical**

# **SECTION 11**

**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:** Counsellor (Department of Cooperation)  
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 shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder: or (b) if the Bidder is not the successful bidder, upon the earlier of the successful bidder furnishing the performance security, otherwise it 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 - 12**

## **VAT FORM**

**Value Added Tax**

**Service : Transit Housing Project at Madhu, Mannar**

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 13**

## **CHECK LIST**

### CHECK LIST

*(The Bidder are advised to fill the following Table)*

	ITEM	ITB CLAUSE	YES (TICK)	REFERENCE
<b>1.</b>	<b>FORM OF BID</b>			
	Addressed to the Employer?	<b>20</b>		
	Completed ?	<b>20</b>		
	Signed ?	<b>20</b>		
<b>2.</b>	<b>BID SECURITY</b>			
	Addressed to the Employer ?	<b>17</b>		
	Format as required ?	<b>17</b>		
	Issuing Agency as specified ?	<b>17</b>		
	Amount as requested ?	<b>17</b>		
	Validity Period ?	<b>17</b>		
<b>3.</b>	<b>ICTAD Registration</b>			
	Grade ?	<b>04</b>		
	Validity Period ?	<b>04</b>		
<b>4.</b>	<b>QUALIFICATION INFORMATION</b>			
	All relevant information completed and submitted?	<b>04</b>		
	Signed ?	<b>04</b>		
<b>5.</b>	<b>ADDENDUM</b>			
	Contents of the addendum (if any) taken in to account ?	<b>11</b>		
<b>6.</b>	<b>BID PACKAGE</b>			
	All the documents given in Clause 13 .1 in the Bidding Data enclosed in the original and copy ?	<b>13</b>		
	ITB Clause 21 followed before Sealing the Bid Package ?	<b>21</b>		