



सत्यमेव जयते

Invitation for Bids (IFB)
High Commission of India

Grant No No.COL/COM/228/18/2009



Grant Name: Upgrading of Duraiyappah Stadium at Jaffna to a District Level Sports Complex

Bid No.	Title	Estimated Cost SLR Mn (Excluding VAT)	Contract Period	Required Grade
No.COL/COM/228/18/2009	Upgrading of Durayappah Stadium at Jaffna	146.0	270 days	C3 or above (Building)

1. Government of India has approved a grant for **Upgrading of Duraiyappah Stadium at** and intends to apply part of the proceeds of this grant to payments under the Contract named above.
2. The Government of India now invites sealed bids from eligible and qualified bidders for renovation /rehabilitation of above
3. Bidding will be conducted through National Competitive Bidding Procedure – Single Stage – Two envelope bidding procedure.
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.
5. Qualification requirements are indicated in section 4 of the Bidding document. Additional details are provided in the Bidding Data & Contract Data (Section 5).
6. Interested bidders may obtain further information from Project Officer (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03 and bidding documents can be seen at mission's web site 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 22 January 2014 to 14 February 2014 between 0930 hrs to 1600 hrs. upon payment of a non refundable fee of Rs.10,000.00 per package. The method of payment should be made by cash.
8. Bids should be sent to the address below at registered post or by hand to the Project Officer (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03 on or before 17 February 2014 at 1500 hrs. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
9. Pre Bid meeting will be held at the High Commission of India, 36-38, Galle Road, Colombo-03 at 1500 Hrs on 03 February 2014
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 tender 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. All bids shall be accompanied by a Bid Security as in the Bidding Data.

SECTION – 2
BIDDING DATA

Bidding Data

**Instructions
to Bidders
Clause
Reference**

Entry

1.1 Employer's Name and Address

Name : The High Commission of India

Address: 36-38, Galle Road,
Colombo 03.

1.1 Employer's Representative:

Name: Director (Engineering Services)

Address: Department of Sports Development
No. 33, Torrington Place
Colombo 07.

Tele/Fax : 011- 2669884

1.1 Scope of Works

The site is located in the Jaffna District. The work consists of Renovation of Main Pavilion and Secondary Pavilion, Mini Gymnasium, Playground with 400m Track and External Works including Perimeter Fence and Gates, Toilet Blocks, Water Supply Network and Associated Structures, Stores and External Waste and Sewer Disposal Network, Sprinkler System and Flood Light System for the Playground.

Earth Work, Rubble Masonry Work and Concrete Work, Zn Alum Roofing Work, Electrical and Plumbing installation work, Painting and Repairing of existing Steel Roof Trusses and Timber Doors and Windows are amongst the major activities, necessary to be carried out in this proposed renovation / development work.

1.2 Time for Completion

The Time for Completion for the whole of Works shall be 270 Days

2.1 Source of funds

The source of funds is Government of India.

4.1 Qualification Information

The following information and documents shall be provided in Section 9 - Schedules:

- ICTAD registration
Registration number
- Grade
- Speciality
- Expiry date
- VAT registration number
- Construction program
- Legal status (Sole proprietor, Partnership, Company etc.)
- Authentication for signatory
- Availability of liquid assets/credit facilities
- Total monetary value of construction work performed for each year in the last ten years
- Audited financial statements for last five years
- Experience in works of a similar nature and size of work for each of the project in the last five years
- Work in hand
- Availability of major construction equipment proposed to carry out the Contract
- Staffing
- Method statement
- Cash flow forecasting statement
- Litigation history
- History of non-performance Contract

When photo copies of certificates or documents are submitted by the bidder along with the bid, such documents shall be one-sided copies to the original size and each page shall be certified as “True Copy” bearing both the signature and the seal of the bidder. The documents shall be accompanied by the covering letter as given in Section 9 - Schedules.

4.2 (a) ICTAD registration required

The registration required;
Speciality Building
Grade C3 or above

4.2 (b) Average annual volume of construction work performed in last 5 years

Average annual volume of construction work performed in last five years shall be at least LKR 290 million.

4.2 (c) Successful completion as main contractor of a construction project with a project value of at least LKR 146 Million and completed within 9 months, or a higher project value completed within a proportionate time period, completed during last five years.

4.2 (d) Essential equipment

Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment shall be;

Concrete Mixers,
Hoist,
Concrete Vibrators,
Tractors,
Vibratory Roller (2 Ton),
Scaffolding sets,

4.2 (e) Qualifications and experience of the Staff

Technical:

- 01 nos. Engineer (Full time at site) –
Qualified with B.sc (Civil) with 05 years experience or NDT (Civil) with 10 years experience
- 02 nos. Technical Assistant (full time at site) –
Qualified with min. NDT (Civil) with 03 years experience or NCT (Civil) with 05 years experience
- 03 nos. Work Supervisor (full time at site) –
Qualified with min. NDT (Civil) with 03 years experience or NCT (Civil) with 05 years experience

Managerial:

- 01 nos. Project Manager (Head Office) –
Chartered Engineer (Civil) with 10 years' experience

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

The minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, shall be not less than LKR 48 million.

The minimum amount of liquid assets available is calculated as follows:

$$X = (A - L) - 0.2W + C$$

where,

X = Minimum amount of liquid assets available,

A = Current assets as given in the latest audited financial statements,

L = Current liabilities as given in the latest audited financial statements,

W= Outstanding contractual commitments as supported by an affidavit as per Form "Affidavit for the current commitments",

C = Project specific revolving line of credit given by a bank as per Form "The Letter from the Bank for Granting of a Revolving Line of Credit".

Any Bidder who does not have the minimum amount of liquid assets calculated on the above basis, required under Sub-Clause 4.2 of the Instructions to Bidders (ITB) shall be treated as non-responsive.

Any Bid which has to be supported by a project specific revolving line of credit, to meet the requirement of Sub-Clause 4.2 of the ITB, but has not been supported by that strictly according to the Form "The Letter from the Bank for Granting of a Revolving Line of Credit" shall be treated as non-responsive.

Forms for the "Affidavit for the current commitments" and the "The Letter from the Bank for Granting of a Revolving Line of Credit" are attached at the end of Section 2 – Bidding Data.

4.2.h Add item "4.2. h" after item "4.2. g"

Litigation History

1. All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent more than 50% of the bidder's net worth.
2. Bidder shall have no consistent history of Arbitration / Litigation.

4.2.j Add item "4.2. j" after item "4.2. h"

Non Performance

1. Bidder shall have no records of non-performance of contracts in the last 3 years.

Non-performance, as decided by the Employer, shall include all contracts where;

- (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and
- (b) Contracts that were so challenged but fully settled against the contractor.
- (c) Inordinate delays resulted in payment of Liquidated damages up to the maximum limit specified in the contract

Non-performance shall not include;

- (a) Contracts where Employers decision was overruled by the dispute resolution mechanism.
- (b) Non-performance must be based on all information on fully settled disputes or litigation, (dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.)

4.2 Add new Sub clauses 4.2.k – 4.2.p after Sub Clause 4.2.j and extend to read as follows:

Following additional qualification also considered as the qualification criteria;

4.2. k The value of work in hand at the time of closing of the bid including contract price of this Contract should not be exceeding the ICTAD registration value of the bidder.

4.2. l Non submission or partial submission of the documents listed above shall lead to rejection of the Bid.

4.2 .m All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent more than 50% of the bidder's net worth.

4.2.n Bidder shall have no consistent history of Arbitration / Litigation

4.2.p Bidder shall have no records of non- performance of contracts in the last 3 years

10.1 Clarification of Bidding Documents

Employer's address for clarification of bidding documents is:

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

14.4 Adjustments for change in cost

The Contract is not subjected to price adjustment.

15.1 Currency of Bid

Bidders shall bid only in Sri Lankan Rupees.

16.1 Period of Bid validity :

The Bid shall be valid 120 days from the date of closing of Bids.

17.1 Amount of Bid security:

The amount of Bid Security is Sri Lanka Rupees: One Million Four Hundred and Fifty Thousand (LKR 2,920,000/-)

Bid Security shall be issued by a reputed commercial bank operating in Sri Lanka or an agency acceptable to the Employer, using the form for Bid Security (Unconditional and on-demand Guarantee) included in section 11, Standard Forms (Bid)

17.2 Validity of Bid Security

The Bid Security shall be valid for 120 days from the date of closing of Bids.

19.1 Pre-Bid meeting

Pre-Bid meeting will be held at:

Date: 03 February 2014

Time: 1500 hrs

Venue: **Conference Hall, High Commission of India,
36-38 Galle Road, Colombo – 03.**

21.2 (a) Address for Bid submission

Address for the purpose of bid submission is:

**Project Officer (Development Cooperation)
High Commission of India,
36-38 Galle Road, Colombo – 03.**

21.2 (b) Identification number of Contract

Identification Number of the Contract is Col/Com/228/18/2009

22.1 Deadline for submission of Bids

Deadline for submission of Bids is 1500 hrs, on 17 February 2014.

25.1 Bid opening

**High Commission of India,
36-38 Galle Road, Colombo – 03
7 December at 1530 Hrs**

30.6 Evaluation and Comparison of Bids

Add new Sub clauses 30.6 after Sub Clause 30.5 and extend to read as follows:

For evaluation of Bids, Following aspects will be considered:

Qualification information provided in the section 9 – Schedules will be assessed in detailed evaluation of the bids.

32.0 After evaluation of Bids in accordance with the procedures described under Clauses 28, 29, 30 and 31, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. No representation will be accepted from any party once the evaluation is completed

35.1 Amount of Performance Security

Performance Security shall be issued by a reputed commercial bank operating in Sri Lanka or an agency acceptable to the Employer, using the form for Performance Security (Unconditional and on demand Guaranty) included in Section 5, Standard Forms (Contract)

The amount of Performance Security is 10% of the Initial Contract Price.

The performance security shall be valid until a date 28 Days beyond the end of the Defects Liability Period

37.0

Adjudicator

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

SECTION – 4

CONTRACT DATA

Contract Data

Conditions of Contract Clause Number/s

1.1.2.2 & 1.3	Employer's name and address	Name: Project Officer (Development Cooperation) Address: The High Commission of India, 36-38, Galle Road, Colombo 03.
	Name of Authorized Representative	Name: Director (Engineering Services) Address: Department of Sports Development No. 33, Torrington Place Colombo 07. Tele/Fax : 011- 2669884
1.3	Contractor's name and address	Name: Address:
	Contractor's Point of Contact	Name: Address: Tel:
1.1.2.4 & 1.3	Engineer's name and address	Details will be given upon signing the contract
1.1. 3.3	Time for Completion of the Works	Time for Completion is 270 Days
1.1.3.7	Defects Notification Period	Defects Notification Period is 365 Days

3.1	Engineer's Duties and Authority	<p>The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>(a) Clause 13, where the total value of any single variation exceeds Rs. 2,000,000.00</p> <p>(b) Sub-Clause 19.1 when granting approval for Extension of Time for Completion or for approving additional payments under Contractor's claims.</p>
3.3	Instructions of the Engineer	<p>The Contractor shall maintain a log book in triplicate recording each and every instruction by the Engineer's Representative at the site and should send the original copy to the Employer's Authorized Representative by post or fax by the end of each month.</p> <p>Fax : 011-2xxxxxx</p>
4.2	Amount of Performance Security	<p>10% of the Initial Contract Price, in the currencies and proportions in which the Contract Price is payable and shall be issued by a reputed commercial bank operating in Sri Lanka or an agency acceptable to the Employer, using the form for Performance Security (Unconditional and on demand Guaranty) included in Section 5, Standard Forms (Contract)</p>
4.14	Progress Reports	<p>Sub Clause 4.14(b) should be amended as follows;</p> <p>The Contractor shall submit progress photographs showing the status of work upto date every fortnight to the Employer's Authorized Representative by post or e-mail. E- mail address :</p>
8.7	Liquidated damages for the Works	<p>LKR 160,000.00 per Day</p>
8.7	Maximum amount of liquidated damages	<p>10 % of the Initial Contract Price</p>
12.2 (b)	Method of Measurement	<p>The principles as given in the Sri Lanka Standard 573 (1st Revision 1999) Method of Measurement of Building Works shall be generally applicable.</p>

13.4(b)	Percentage for adjustment of Provisional Sums	10%
13.7	Adjustments for changes in Cost	The Contract Price is not subjected to price adjustment
14.1	The Contract Price	Add below text after the para (d) (e) The Contractor shall submit detailed rate breakdowns for the prices and rates quoted by him, at any time if required so by the Engineer.
14.2	Total Advance Payment	20% of the Initial Contract Price against guarantee. The Advance Payment Guarantee shall be issued by a reputed commercial bank operating in Sri Lanka or an agency acceptable to the Employer, using the form for Advance Payment Guarantee, included in Section 5, Standard Forms (Contract)
14.2	Number and timing of instalments	One
14.3	Application for Interim Payment Certificate	Add below text after the first para: Joint measurements for the work done upto date shall be completed by the end of each month and a copy of the measurement sheets shall be submitted to the Employer's Authorized Representative by post or fax. Fax : 011-2xxxxxxx
14.3(c)	Percentage of Retention	10% of each Interim Payment Certificate value.
14.3(c)	Limit of Retention Money	5 % of the Initial Contract Price The Retention Money Guarantee shall be issued by a reputed institute acceptable to the Employer, operating in Sri Lanka, using the form for Retention Money Guarantee, included in section 5, Standard Forms (Contract)

14.5	Minimum amount of Interim Payment Certificates	LKR 15 Mn.
18.2	Third Party Insurance	This Amount of insurance per occurrence is: Rupees 25,000,000.00 and shall be issued by a reputed institute acceptable to the Employer, operating in Sri Lanka, in acceptable form to the Employer

FORM OF BID SECURITY

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]
----- [insert issuing agency's name, and address of issuing branch or office]

Beneficiary: -----[insert (by PE)
name and address of Employer]

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] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

Further more, we understand that, according to your 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 figures] ----- [insert amount in words]) 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") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses 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)

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

