



Invitation for Bids (ITB)

High Commission of India

Grant Number: Col/DC/228/02/2013



Grant Name: Repairs of 27 Schools in Northern Province of Sri Lanka

Bid No	Bid Title	Estimated Cost (SLR)	ICTAD Grading (Minimum)
Col/Com/228/36/2016-01	Repair of Jaffna Zone Schools in Northern Province	20.22M	C6
Col/Com/228/36/2016-02	Repair of Valikamam Zone Schools in Northern Province	33.66M	C5
Col/Com/228/36/2016-03	Repair of Vadamarachchi Zone Schools in Northern Province	22.37M	C6
Col/Com/228/36/2016-04	Repair of Thenmarachchi Zone Schools in Northern Province	25.16M	C5
Col/Com/228/36/2016-05	Repair of Island Zone Schools in Northern Province	13.81M	C6
Col/Com/228/36/2016-06	Repair of Kilinochchi Zone Schools in Northern Province	15.16M	C6
Col/Com/228/36/2016-07	Repair of Mullaitivu and Thunukkai Zones Schools in Northern Province	36.93M	C5
Col/Com/228/36/2016-08	Repair of Vavuniya North Zone Schools in Northern Province	13.99M	C6
Col/Com/228/36/2016-09	Repair of Vavuniya South Zone Schools in Northern Province	49.96M	C5
Col/Com/228/36/2016-10	Repair of Mannar and Madhu Zones Schools in Northern Province	17.33M	C6

- Government of India will be providing grant for total renovation of 27 schools in Jaffna, Valikamam, Thenmarachchi, Vadamarachchi, Island, Kilinochchi, Mullaitivu & Thunukkai, Vavuniya North, Vavuniya South and Mannar & Madhu Zones.
- 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 duly superscribed and these four sealed covers are to be put in a bigger cover which should also be sealed and dully superscribed.
- To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the requirements of ICTAD registration as above or its equivalent.
- Qualification requirements are indicated in the Bidding document. Additional details are provided in the Bidding Data & Contract Data.
- The Bidding Document can also be seen on Mission's website www.hcicolombo.org.
- A complete set of Bidding Document 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 or Consulate General of India, 14, Maruthady Lane, Nallur, Jaffna from 13 June 2016 to 1 July 2016 between 09:30 hrs and 16.00 hrs, upon payment of a non-refundable fee of **Rs.3,000.00 per package**. One Bidder can bid for a maximum of 3 packages. The payment should be made by cash.

8. Bids shall be delivered by hand to the Project Officer (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03 on or before 15:00 hrs on 04 July 2016. Late bids will be rejected. Technical bids will be opened at 15:30 hrs on 04 July 2016 at the High Commission of India in the presence of the bidders' representatives.
9. Pre-Bid conference will be held at the Conference Hall, High Commission of India, 36-38, Galle Road, Colombo-03 at **1500 Hrs on 22 June 2016**.
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, if required.
11. Clarification shall be issued to all bidders as corrigendum.
12. Only communications that are in writing from the High Commission of India, Colombo shall be considered as properly authorized expressions on the Mission's behalf.
13. In submitting a bid to the High Commission of India, 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 High Commission of India, the bidder will be deemed to be fully informed and to have accepted the terms and conditions outlined in this bid document.
15. The bidding company and its sister company or subsidiary should not bid separately in the same bid. A certificate to this effect should be given by the bidding company at the time of bidding.
16. The decision of High Commission of India in deciding the eligibility of the company to take part in the tender process is final.
17. The High Commission of India 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 High Commission of India.
20. The contract will also include provisions for the bidding company to adhere to all local laws applicable. The contract will also include provisions of *Force Majeure*, termination of contract, consequences of termination and re-tendering after termination of contract.
21. Any dispute or difference regarding the interpretation of the provisions of the Agreement/Contract shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations within a period of six months, either party may refer the dispute to arbitration in accordance with the Arbitration & Conciliation Act 1996 of India as amended from time to time. The number of arbitrators shall be one and that the place of arbitration shall be New Delhi, India. In such a situation the applicable law will be the law of India. The language of the Tribunal shall be English. The cost shall be borne by the parties equally unless otherwise determined by the Arbitral Tribunal.

22. The Bids shall be valid for 150 days from the date of closing of bids or any extended period. All bids shall be accompanied by a Bid Security / EMD (Earnest Money Deposit).

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

HIGH COMMISSION OF INDIA

INSTRUCTIONS TO BIDDERS

CONDITION OF CONTRACT

Reference to Volume I of ICTAD publication No. SBD/01 Second Edition – January 2007

for instruction to Bidders, Condition of Contract etc.

This publication shall be available for purchase from Institute for Construction, Training and Development (ICTAD) “Savsiripaya” 123, Wijerama Mawatha, Colombo – 07.

Notes on Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 33 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.

The adjudicator shall be *[name and address of the Adjudicator, if agreed]* / shall be appointed by the Institute for Construction Training and Development (ICTAD).

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

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

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

The Performance Security shall be submitted on or before *(fill the date as per Clause 4.4 of Conditions of Contract)*.

Authorized Signature:

Name and title of Signatory:

Name of Agency:

STANDARD FORM: AGREEMENT

This AGREEMENT, made the [day] of [month] 20..... [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 "the Contractor"), of the other part:

WHEREAS the Employer desires that the Contractor execute [name and
identification no of Contract](hereinafter called "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.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year
aforementioned, in accordance with laws of Sri Lanka.

.....

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: -----

[Name and Address of Employer]

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]* here
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 Intended Completion Date]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]



Note: Instruction to the bank

Bank has to issue a confirmation with the following detail about the guarantee to dc.colombo@mea.gov.in

- I. Date of issue
- II. Bond number
- III. Value
- IV. To whom the bond is issued

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

Beneficiary: ----- [Name and address of
Employer]

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 figure] (-----) [amount in words]⁴ 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.

The guarantee shall expire on ----- [Insert the date, 28 days beyond Intended
Completion Date]

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

[Signature (s)]



Note: Instruction to the bank

Bank has to issue a confirmation with the following detail about the guarantee to dc.colombo@mea.gov.in

- I. Date of issue
- II. Bond number
- III. Value
- IV. To whom the bond is issued

FORM OF RETENTION MONEY GUARANTEE

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

Beneficiary: ----- [Name and
Address of Employer]

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] ⁵ 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)]



Note: Instruction to the bank

Bank has to issue a confirmation with the following detail about the guarantee to dc.colombo@mea.gov.in

- I. Date of issue
- II. Bond number
- III. Value
- IV. To whom the bond is issued

FORM OF BID

Name of Contract:*

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

Gentleman,

1. Having examined the Standard Bidding Document - Procurement of Works [ICTAD/ SBD/ 01 - Second Edition, January 2007], 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 defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Sri Lankan Rupees (LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid for the period of*.....
(insert number of Days in accordance with sub clause 15.1 of Instructions to Bidders) Days from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We accept / we do not accept the Adjudicator.
6. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 20.... in the capacity of duly authorized to sign

tenders for and on behalf of
(IN BLOCK CAPITALS)

Signature :

Address :

Witness :

Qualification Information*

(to be completed by the bidder and submitted with the Bid)

(*if requested only)

ICTAD Registration	
Registration number	(attach copies of relevant pages from the registration book)
Grade	
Specialty	
Expiry Date	
Blacklisted Contractors	
Have you been declared as a defaulted contractor by NPA or any other Agency?	Yes/No
IF yes provide details	
VAT Registration Number	
Construction Program*	(attach as annex)
Legal status	Public company/Private Company/Partnership/Sole proprietor

Value of similar works completed in last 10 years (indicate only the three largest projects)*	1. Value _____ Year 2. Value _____ Year 3. Value _____ Year (attach copies of Certificate of Completion etc., as annex)
Major items of construction equipment proposed*	1. Type Poker Vibrator Capacity..... 2. Type Concrete mixture Capacity..... 3. Type _____ Capacity 4. Type _____ Capacity 5. Type _____ Capacity
Qualification and experience of key staff	Technical 1. 2. 3.
	Managerial 1. 2. 3.
Other information requested under ITB Clause 4.1*	

Bidding Data

Instructions to Bidders

Clause Reference

- (1.1) The Employer is
Name: **Second Secretary (Development Cooperation)**
Address: **High Commission of India**
36-38, Galle Road,
Colombo-03
- The Employer's representative:
Name: **Secretary**
Address: **Ministry of Education, Cultural Affairs & Sports,**
Northern Province, Chemmani Road, Jaffna
- The Works mainly consists of **Repair of Schools Buildings** in Jaffna, Valikamam, Thenmarachchi, Vadamarachchi, Island, Kilinochchi, Mullaitivu, Thunukkai, Vavuniya North, Vavuniya South, Mannar & Madhu Zones.
- (1.2) Intended Completion Date is **06 Months** from the Start Date.
- (1.3) The office for collection of bid forms is **High Commission of India**
36-38 Galle Road, Colombo – 03 or Consulate General of India,
14, Maruthady Lane, Nallur, Jaffna
- The non-refundable fee is Rupees **3,000.00** per package
- The Bid forms will be issued from 13 June 2016 to 1 July 2016
- (2.1) The source of funds is : **Government of India**
- (4.2) The registration required
Specialty **ICTAD**
Grade **As mentioned in Information to Bidder**
- (4.3) The following information shall be provided by the bidder:
- * ICTAD Registration;
Registration number
Grade
Specialty
Expiry Date
 - * VAT Registration number
 - * Construction Programme
 - * Legal Status (Sole proprietor, Partnership, Company etc.)
 - * Total monetary value of construction work performed for each of the last five years;
 - * Experience in works of a similar nature and size for each of the last ten years;
 - * Major items of construction equipment proposed to carry out the Contract.
 - * Qualifications and experience of key site management and

technical personnel proposed for the Contract;

* Any other.

(4.4)

* Average annual volume of construction work performed in the last three years shall be as follows

Bid No	Required Amount (SLR)
Col/Com/228/36/2016-01	40 M
Col/Com/228/36/2016-02	68 M
Col/Com/228/36/2016-03	44 M
Col/Com/228/36/2016-04	50 M
Col/Com/228/36/2016-05	27 M
Col/Com/228/36/2016-06	30 M
Col/Com/228/36/2016-07	80 M
Col/Com/228/36/2016-08	28 M
Col/Com/228/36/2016-09	100 M
Col/Com/228/36/2016-10	37 M

* Experience in the construction of at least two contracts of a nature and complexity equivalent to the Works over the last 5 years to comply with this requirement, works cited should be at least 70 percent completed.

* Bidder must have Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed;

Poker Vibrator: 02 Nos

Concrete mixture: 02 Nos

* Following technical staffs and managerial Staff:

1. Technical: Engineer - 1 No

Quantity Surveyor - 1 No

One Technical Officer for 1 Zone

* 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 as follows

Bid No	Required Amount (SLR)
Col/Com/228/36/2016-01	7 M
Col/Com/228/36/2016-02	11.5 M
Col/Com/228/36/2016-03	7.5 M
Col/Com/228/36/2016-04	8.5 M
Col/Com/228/36/2016-05	7 M
Col/Com/228/36/2016-06	7.5 M
Col/Com/228/36/2016-07	12.5 M
Col/Com/228/36/2016-08	7 M
Col/Com/228/36/2016-09	16.5 M
Col/Com/228/36/2016-10	8.5 M

(9.1) Clarification of Bidding Documents

Employer's address for clarification of Bidding Documents is:

Name : Second Secretary (Development Cooperation)
Address: High Commission of India
36-38, Galle Road,
Colombo-03
Email: dc.colombo@mea.gov.in

The employer will respond to clarification in the form of corrigendum.

(11.1) The language of the bidding document shall be **English**.

(12.0) Any other **None**

(13.3) **VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the BOQ.**

(13.4) The Contract is not subjected to price adjustment.

(14.1) Bidders are not allowed to bid in foreign currencies for following items (bidders may be required by the Employer to clarify their foreign currency component included in the rates / prices are reasonable).

(15.1) The Bid shall be valid up to 150 Days from date of closing of Bids

(16.1) Bid shall include a **Bid Security / EMD** using the form given

(16.2) Bid Security / EMD:
) Shall be as follows

Package	Amount (SLR)
Col/DC/228/2016/02-1	405,000/-
Col/DC/228/2016/02-2	673,000/-
Col/DC/228/2016/02-3	448,000/-
Col/DC/228/2016/02-4	504,000/-
Col/DC/228/2016/02-5	277,000/-
Col/DC/228/2016/02-6	304,000/-
Col/DC/228/2016/02-7	739,000/-
Col/DC/228/2016/02-8	280,000/-
Col/DC/228/2016/02-9	999,000/-
Col/DC/228/2016/02-10	347,000/-

) Valid until **195 Days from date of closing of Bids**
Issued by an agency acceptable to Employer using the form for bid security / EMD (unconditional guarantee)

The Bid Securities issued by a commercial type bank operating in Sri Lanka approved by the Central Bank are acceptable **provided the Bid Security / EMD is furnished without a critical departure to the format given in this bid document with respect to the amount, validity and payment of guaranteed amount upon receipt of first demand in writing.**

Bidders are requested to intimate the concerned bank guarantee issuing authority to send a confirmation to the high commission of India at dc.colombo@mea.gov.in with the following information

- I. Date of issue**
- II. Bond number**
- III. Value**
- IV. To whom the bond is issued**

(17.0) Pre Bid meeting
Venue: **High Commission of India,
36-38 Galle Road, Colombo – 03.**

Date : **22 June 2016**
Time : **1500 Hrs**

(19.1) The bidder shall seal the original and the copy of the Bid in two separate inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY”.

Bidding will be conducted through National Competitive Bidding Procedure – Single Stage – Two envelope bidding procedure.

A. Envelope Contains – ♦ Bid Security / EMD

- ♦ Financial audited balance sheet for last three years.
- ♦ Proof of liquid assets / or credit facilities supported by the Bank
- ♦ Details of construction experience for the last 05 years.
- ♦ Details of technical and management staff, construction equipments.

B. Envelope Contains – ♦ Form of Bid

- ♦ Priced Bill of Quantity with details.

Envelope of the contractors who are qualified in envelope A are only opened for detail evaluation.

(19.2) a Address of the employer for the purpose of Bid submission is
High Commission of India, 36-38 Galle Road, Colombo – 03.

(20.1) The deadline for submission of Bids shall be 04 July 2016 at 1500hrs

(28.1) Bidders required to quote the rate in Sri Lankan Rupees only.

(30.0) No preference will be given to domestic contractors.

(31.1) Employer will inform the successful bidder about the award once the tender is finalized

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

Contract Data

(Please note that the Clause nos. given hereunder is that of Conditions of Contract)

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

Name of Authorized Representative : **Secretary, Ministry of Education, Cultural Affairs & Sports, Northern Province, Chemmani Road, Jaffna**
- (1.1) The Engineer is
Name: **Consultant of School Works Branch**
Address: **Ministry of Education Cultural Affairs & Sports, Northern Province, Chemmani Road, Jaffna**
Name of Engineer's Representative : **School Works Engineer, School Works Branch, Zonal Education Office, Jaffna**
- (1.1) The Works mainly consists of Repair of school buildings in Jaffna, Valikamam, Thenmarachchi, Vadamarachchi, Island, Kilinochchi, Mullaitivu, Thunukkai, Vavuniya North, Vavuniya South, Mannar & Madhu Zones.
- (1.1) The Site is located at of Jaffna, Valikamam, Thenmarachchi, Vadamarachchi, Island, Kilinochchi, Mullaitivu, Thunukkai, Vavuniya North, Vavuniya South, Mannar & Madhu Zones.
- (1.1) The Start Date shall be **14 Days** from the Letter of Acceptance.
- (2.3) The following documents also form part of the Contract: **None**
- (8.1) Schedule of other contractors: **None**
- (9.1) Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined,
1. Technical : Engineer - 1 No
Quantity Surveyor - 1 No
One Technical Officer for 01 Zone
- (13.1) The minimum insurance covers shall be :
(a) • The minimum cover for insurance of the Works and of Plant and Materials is **110% of Initial Contract Price**
• The maximum deductible for insurance of the Works and of Plant and Materials is **5% of Initial Contract Price**
(b) • The minimum cover for loss or damage to Equipment is **Rs.150,000.00**
• The maximum deductible for insurance of Equipment is **Rs. 7,500.00**
(c) • The minimum cover for insurance of other property (other than the Site) is **Rs.150,000.00**
(d) The minimum cover for personal injury or death,
• for third party and employees of the Employer and other persons engaged by the Employer in the Works is **Rs.200,000.00** per event.

- (13.2) (a) The minimum cover for personal injury or death,
) for the Contractor's workmen is **Rs.150,000.00** per event
) Contractor's employees other than workmen is
 Rs.150,000.00 per event
- (17.1) The Intended Completion Date for the whole of Works shall be 6 **Months**
- (21.1) The Site Possession Date shall be **14 Days** from Letter of Acceptance
- (27.1) The Contractor shall submit a programme for the Works within **14 Days** of delivery of the Letter of Acceptance.
- (27.3) The period between Programme update is **monthly**
- (27.4) The amount to be withheld for late submission of a Programme is Rupees **2% of Initial Contract Price**
- (35.1) The Defects Liability Period is **365 Days** from the date of handing over.
- (39.2) Engineer may order variations up to a total cumulative value of not exceeding **5% of the Contract Amount**
- (43.1) Part Payment will be made monthly. No interest will be paid
- (44.1) The following events shall also be Compensation Events: **N/A**
- (46.1) The exchange rate used for calculating the amounts to be paid in currencies other than Sri Lankan Rupees: **Not Applicable**
- (47.1) The Contract Price is not subjected to price adjustment
- (48.1) The retention from each payment shall be **10 %** of the certified work done.
 The limit of retention shall be **5%** of the Initial Contract Price.
- (49.1) The liquidated damages for the whole of the Works shall be **0.05%** of the Initial Contract Price per Day.
- (50.1) The maximum amount of liquidated damages for the whole of the Works shall be **10%** of the Initial Contract Price.
- (52.1) The Performance Security shall be **10 %** of the Initial Contract Price and to be valid till the end of the defects liability period.
 Unconditional Performance Security shall be from an acceptable Bank by the Employer.
- Bidders are requested to intimate the concerned Bank Guarantee issuing authority to send a confirmation to the High Commission of India at dc.colombo@mea.gov.in with the following information**
- I. **Date of issue**
 - II. **Bond number**
 - III. **Value**
 - IV. **To whom the bond is issued**
- (58.1) Schedule of operating and maintenance manuals.

FORM OF BID SECURITY / EMD

[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").

Furthermore, 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"); 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 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 (i) 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.

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

Note: Instruction to the bank

Bank has to issue a confirmation with the following detail about the guarantee to dc.colombo@mea.gov.in

- I. Date of issue
- II. Bond number
- III. Value
- IV. To whom the bond is issued

FORM OF BID SECURING DECLARATION

*[If required, the **Bidder** shall fill in this form in accordance with the instructions indicated in brackets; * delete as appropriate]*

Name of contract ----- *[insert name by PE]*

Contract Identification N^o: -----*[insert number by PE]*

Invitation for Bid No.: ----- *[insert number by PE]*

To: ----- *[insert the name of the Employer preferably PE to fill before issuing the bidding document]*

I/We, the undersigned, declare that:

1. I/We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. I/We* accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if I/We:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. I/We* understand if we are not the successful bidder, this bid securing declaration shall expire upon the earlier of (i) the successful bidder furnishing the performance security; or (ii) twenty-eight days after the expiration of our bid.

Signed *[insert signature(s) of authorized representative]*

In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

Check List for Bidders

Bidders are advised to fill the following table:

ITEM	ITB Clause	YES (tick)	REFERENCE
Form of Bid			
Addressed to the Employer?	18		
Completed?	18		
Signed?	18		
Bid Securing Declaration Form (if required)			
Properly filled and signed	16		
Bid Security / EMD (if required)			
Addressed to the Employer ?	16		
Format as required?	16		
Issuing Agency as specified?	16		
Amount as requested?	16		
Validity 28 days beyond the validity of Bid?	16		
Qualification Information			
All relevant information completed?	4		
Signed?	4		
Addendum			
Contents of the addendum (if any) taken in to account?	10		
BID package			
All the documents given in ITB Clause 12 enclosed in the original and copy?	12		
ITB Clause 19 followed before Sealing the Bid Package?	19		