



HIGH COMMISSION OF INDIA

BIDDING DOCUMENT

FOR

Construction of New Auditorium at Swami Vipulananda Institute of Aesthetic
Studies, Eastern University in Batticaloa, Sri Lanka

Issued To:
..... First Secretary (Development Cooperation)

Date:

Bid No:

Non-refundable Fee Receipt No. & Date:

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INVITATION FOR BIDS (IFB)
HIGH COMMISSION OF INDIA
Grant Number: COL/DC/228/10/2017



**Construction of New Auditorium at Swami Vipulananda
Institute of Aesthetic Studies, Eastern University in
Batticaloa, Sri Lanka**

Bid No	Description of Work	Estimated Cost (Rs in millions)	Contract Period	Required CIDA Grade
COL/DC/228/10/2017	Construction of New Auditorium at Swami Vipulananda Institute of Aesthetic Studies, Eastern University in Batticaloa, Sri Lanka	271	364 days	C3 or above/ (Buildings)
				Indian Bidders Class 3

1. Government of India has approved a grant for “**Construction of New Auditorium at Swami Vipulananda Institute of Aesthetic Studies, Eastern University in Batticaloa, Sri Lanka**”, and intends to apply part of the proceeds of this grant to payments under the Contract named above.
2. **First Secretary (Development of Cooperation) on behalf of the High Commission of India, Colombo** now invites sealed bids from eligible and qualified bidders for construction of the above under National Competitive Bidding procedure.
3. The technical bid (Original & Duplicate) and the financial bid (Original & Duplicate) documents should be sealed by the bidder in separate covers duly super scribed and these four sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.
4. To be eligible for contract award, the successful bidder shall not have been blacklisted by the Government of Sri Lanka and the High Commission of India and shall meet the requirements of CIDA registration as above or its equivalent.
5. Qualification requirements are indicated in the Bidding document. Additional details are provided in the Bidding Data & Contract Data.
6. A complete set of Bidding Documents in English language may be purchased by interested bidders from the Development Cooperation wing, High Commission of India, 36-38, Galle Road, Colombo-03 from **21 June 2021 to 12 July 2021** between 1000 hrs to 1400 hrs, upon payment of a non-refundable fee of Rs 5,000.00 per document. The method of payment should be made by cash. Interested bidders may contact Project Officer (Development Cooperation) on 0112395007 / 0774611332 for further clarifications.
7. Bids must be submitted by hand to the **Project (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03** on or before **1500 hrs on 12 July 2021**. Late bids will be rejected. Technical bids will be opened at **1530 hrs on the 12 July 2021** at the High Commission of India.
8. Pre Bid conference will be held on **1100 hrs on 02 July 2021**, either virtually or physically (at High Commission of India, 36-38, Galle Road, Colombo-03). In case of virtual conference, details of the link will be shared in the High Commission of India’s website (www.hcicolombo.gov.in).
9. 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.

10. The High Commission of India, Colombo shall provide a copy of all questions and answers provided during the tendering process to all bidders.
11. 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.
12. 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.
13. 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.
14. 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.
15. The decision of High Commission of India in deciding the eligibility of the company to take part in the tender process is final.
16. 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.
17. 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.
18. 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.
19. 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.
20. The Bids shall be valid for 120 days from the date of closing of bids or any extended period. All bids shall be accompanied by a Bid Security as Clause 17.2 of the Bidding Data. The bid security shall be kept along with the Technical Bids.

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

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SECTION 1

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. The Instructions to the Bidders for this work are contained in Section 01 of the Standard Bidding Document, “Procurement of Works”, CIDA Publication No. CIDA/SBD/02, Second Edition – January 2007. The Bidder may purchase this document from Construction Industry Development Authority (CIDA), No. 123, Wijerama Mawatha, “Sawsiripaya”, Colombo-07.

<i>Note:</i>	<ol style="list-style-type: none">1. Instructions to Bidders shall be read in conjunction with Bidding Data Section 02(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 included under Section 3 – Conditions of Contract (Volume 1) and Contract Data under Section 4 (Volume 2). However, a few such information is reproduced after a slight modification in this section to facilitate the bidders to price their bids.2. Instruction to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.
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SECTION -3

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS OF CONTRACT

1. The General Conditions for this work are contained in Section 03 of the Standard Bidding Document, “Procurement of Works”, **CIDA Publication No. CIDA/SBD/02, Second Edition – January 2007**. The Bidder may purchase this document from Construction Training and Development Authority (CIDA), No. 123, Wijerama Mawatha, “Sawsiripaya”, Colombo-07.
2. This publication is available for reference at any Chief Engineer's Office of the Department of Buildings.

<p><i>Note:</i> 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>

SECTION 5

STANDARD FORMS [CONTRACT]

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

Form of Letter of Acceptance

..... [Date]

[LETTER HEADING PAPER OF THE PROCURING ENTITY]

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

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

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

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

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

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

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

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

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

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

Authorized Signature:

Name and title of Signatory:

Name of Agency:

Article of Agreement

This ARTICLES of Agreement, made the day of-20__ between High Commission of India having its office at 36-38, Galle Road, Colombo-03(hereinafter called the “the Employer” which term or expression as herein used shall where the context so requires or admits of construction mean and include its authorised officer) of the one part and
oftrading under the name, firm and style of **Messrs’** a Company duly incorporated and having its registered office at.....
(hereinafter designated "the Contractor" which expressions shall include his or their heirs, executors, administrators and legal representatives or where the context so admits, include its successors and permitted assigns) of the other part.

WHEREAS the Employer is desirous that the Contractor execute.....
 (Hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the 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.

2. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete of the Works and the remedying of 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 thereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

.....

Signature of the

WITNESSES:

1. Signature.....

Designation:

2. Signature.....

Designation:.....

Signature of the Contractor/Director of the Company

Name :

NIC No.....

Common Seal

WITNESSES:

1. Signature.....

NIC No.....

Name & Address.....

.....

.....

2. Signature.....

NIC No.....

Name & Address.....

.....

.....

Form of Performance Security (Unconditional)

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

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

Date:

PERFORMANCE GUARANTEES No:

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

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

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

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

This guarantee shall expire, no later than the day of 20..... [Insert date, 60 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]

Form of Advance Payment Security

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

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

Date:

ADVANCE PAYMENT GUARANTEES No:

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

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

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

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

This guarantee shall expire on *[Insert date, 60 days beyond the Intended Completion Date]*

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

.....
[Signature(s)]

Form of Retention Money Guarantee

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

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

Date:

RETENTION MONEY GUARANTEES No:

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

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

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

This guarantee shall expire, at the latest..... *[Insert date, 60 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)]

VOLUME 2

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SECTION 2

BIDDING DATA

Note:

This Section shall be read in conjunction with Section 01-Instructions 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 Bidders.

Bidding Data

A. GENERAL

ITB Clause

Reference

1.1

The Employer is

Name: **First Secretary (Development of Cooperation)**

SCOPE OF BID

Address: **High Commission of India**

36-38, Galle Road,

Colombo-03

The Works consists of Construction of Auditorium for Swami Vipulananda Institute of Aesthetic Studies, Eastern University in Batticaloa, Sri Lanka.

Located at **Kallady, Batticaloa**

1.2

Intended Completion Date is **three hundred and sixty four (364) Days** from the Start Date.

TIME FOR COMPLETION

2.1

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

SOURCE OF FUNDS

4.1

Qualification Information

(with documentary proof)

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

ELIGIBILITY AND QUALIFICATION OF THE BIDDER

- CIDA Registration;
Registration Number
Grade
Specialty
Expiry Date
- VAT Registration Number
- Attach Construction Programme
- Attach Legal Status (Sole Proprietor, Partnership, Company etc)
- Attach authentication for signatory.
- Annual turn-over from Construction work during last five years. Audited financial statements to be submitted as documentary proof for item 4.2(b) below
- Construction Experience in works of similar nature during last five years as documentary proof for item 4.2(c) below.
- Details of essential equipment as per 4.2(d) below.
- Qualification and experience of key Site Management, and Technical Personnel proposed for the Contract as per 4.2(e) below.
- 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 for Sri Lankan bidders and Class 3 equivalent for Indian bidders.**

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 5 years

Average annual volume of construction work performed in last five years shall be at least **Rs. three hundred and sixty five 365.0million**

4.2(c) Experience as a main contractor in successful completion of one project of similar nature and complexity and cost not less than **LKR Two hundred twenty (220.0) million** completed within **12 months** or a higher value project within proportionate time period as a main contractor during last five years. Documentary evidence obtained from Employer shall be attached as proof for the above which shall include project cost, time duration taken to complete the project, number of storeys and date of completion.**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

Position	Qualification & Experience	No of Person and availability	
Chartered Engineer	Chartered Civil Engineer with 05 years' post charter experience in building construction	01	Full time.
Engineer	B.Sc. (Civil) Engineer or equivalent over 05 years experience in building construction	01	Full time.
Technical Officer	NDT (Civil) or equivalent over 07 years experience in building construction	01	Full time.
Technical Officer	NDT (Electrical) or equivalent over 05 years experience in electrical installation	01	Full time

4.2(f) 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 **sixty (60.0) million. Credit facility should be addressed to First Secretary (Development Cooperation), High Commission of India.**

- (Net working Capital - 0.2*Work in ,hand + Credit Facility) ≥60.0 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

4.2(h) Add

Construction programme should be submitted along with the bid.

6.0 Add

Bidding document is not transferable.

**ONE BID PER
BIDDER**

9.1

- Drawings in the Section 10 are available in the
for reference.

10.1

Employer's address for the purpose of clarification is;

Name : First Secretary (Development Cooperation)

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

**CLARIFICATION
OF BIDDING
DOCUMENTS**

Email: dc.colombo@mea.gov.in

13.1 Delete and Add**DOCUMENTS
COMPRISING
THE BID**

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

Invitation for Bids

Volume 1 :

- Section 1 Instructions to Bidders
- Section 3 Conditions of Contract
- Section 5 Standard Forms (Contract)

Volume 2 :

- Section 2 Bidding Data
- Section 4 Contract Data
- Section 6 Specifications
- Section 7 Form of Bid
- Section 8 Bill of Quantities
- Section 9 Schedules
- Section 10 Drawings
- Section 11 Standard Form/ (Bid Security)
- Section 12 VAT Form
- Section 13 Check List

In additions to above the Original Bid Security as specified in ITB Clause 17.1 & 17.2 shall be enclosed in the envelope marked as “Original”.

14.3 Delete**BID PRICES**

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

Add

.....“In the Section 12.”

14.4 The Contract is not subjected to price adjustment.

16.1 The bid shall be valid up to **120 Days** from the deadline for the submission of Bids.

BID VALIDITY

17.1 The bidder shall furnish, as part of its Bid, a bid security along with the Bid. The amount of Bid Security is LKR 5,420,000.00

BID SECURITY

17.2	Bid Security shall be irrevocable and unconditionally en cashable upon the first written Demand from the Employer, issued by a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka using the form of Bid Security in Section 11, Standard Forms in favor of High Commission of India, Colombo. Valid until 165 days from the date of closing of bids. Bid Security shall be kept along with the Technical bids	
19.1	Pre bid meeting will be held at; Venue: Conference Hall High Commission of India 36-38, Galle Road, Colombo-03 Date 02 July 2021 Time 1100 hrs Or Through Virtual Conference on Date 02 July 2021 Time 1100 hrs (In case of virtual conference, details of the link will be shared in the High Commission of India's website (www.hcicolombo.gov.in))	PRE-BID MEETING
21.2(a)	The Employer's address for the purpose of Bid submission is First Secretary (Development Cooperation) High Commission of India 36-38, Galle Road, Colombo-03 Contract Name: Construction of New Auditorium at Swami Vipulananda Institute of Aesthetic Studies, Eastern University in Batticaloa, Sri Lanka.	SEALING AND MARKING OF BIDS
21.2(b)	Identification Number of the Contract: COL/DC/228/10/2017	
22.1	The deadline for submission of bids shall be 1500 hrs on 12 July 2021.	DEADLINE FOR SUBMISSION OF BIDS
25.1	Bids will be opened at 1530hrs on 12 July 2021 at the High Commission of India, 36-38, Galle Road, Colombo-03.	BID OPENNING
30.2(b)	Delete ... "but including Day works, where priced competitively"	EVALUATION AND COMPARISON

32.2	<p>Add to 32.2(C) as follows.</p> <p>If the past performance of a bidder is poor or unsatisfactory in terms of delay, bad workmanship or any other, the bidder shall be subjected to disqualification.</p>	AWARD OF CONTRACT
35.1	<p>The amount of Performance Security is five Percent (5%) of the Initial Contract Price and shall be valid up to 60 days beyond the defects notification period.</p> <p>Performance Security shall be issued by a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; using the form for Performance Security (unconditional guarantee) included in Section 05 Standard Forms and it shall be in favour of High Commission of India.</p>	PERFORMANCE SECURITY
37.0	<p><u>Delete clause and Add</u></p> <p><u>Modified as per rules of Government of India</u></p> <p>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.</p>	ADJUDICATOR

SECTION 4

CONTRACT DATA

Note:

This Section shall be read in conjunction with Section 03-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 those provided in the Section 3 – Conditions of Contract.

Contract Data

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

A. GENERAL

Clause No.

1.1.2.2

The Employer is

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

DEFINITIONS

1.1.2.4&1.3

The Engineer is

Name: **Director General of Buildings,**
 Address: **Department of Buildings,**
2nd floor, “Sethsiripaya”,
Battaramulla

The Engineer’s representative is

Name: **Chief Engineer (Zone 4)**
 Address: **Department of Buildings,**
Divisional Secretariat, Manmunai North,
Batticaloa.

1.1.3.3.

Time for completion is three hundred and sixty four (364) Days from Commencement Date.

1.1.3.7

Defects liability period is 365 Days from the date of Taking-over certificate was issued.

3.1

Add

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub Clause of these Conditions.

- a. **Sub clause 4.11- unforeseeable physical condition 8.**
Sub clause 8.8- suspension of work

ENGINEER’S DUTIES AND AUTHORITY

4.2

The amount of Performance Security is **five Percent (5%)** of the Initial Contract Price and shall be valid up to 60 days beyond the defects notification period.

Performance Security shall be issued by a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; using the form for Performance Security (unconditional guarantee) included in Section 05 Standard Forms and it shall be in favour of High Commission of India.

PERFORMANCE SECURITY

6.8 Add

Position	Qualification & Experience	No of Person and availability	
Chartered Engineer	Chartered Civil Engineer with 05 years' post charter experience in building construction	01	Full time.
Engineer	B.Sc. (Civil) Engineer or equivalent over 05 years experience in building construction	01	Full time.
Technical Officer	NDT (Civil) or equivalent over 07 years experience in building construction	01	Full time.
Technical Officer	NDT (Electrical) or equivalent over 05 years experience in electrical installation	01	Full time

- 8.7** The liquidated damages for the whole of the Works shall be **Rs.0.5% of Initial Contract Price per week.**

LIQUIDATED DAMAGES

The maximum amount of liquidated damages for the whole of the Works shall be **ten percent (10%)** of the Initial Contract Price.

- 12.2(b)** The method of measurement shall be Standard Method of Measurement SLS 573:1999

METHOD OF MEASUREMENT**12.3 Delete**

“.....If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with reasonable profit, taking into account of any other relevant matters”.

EVALUATION**and Add**

..... If no rates or prices are relevant for the fixing of a new rate or price, in fixing the appropriate new rates, mark up for overheads and profits shall be limited to maximum of **16.0%** of the “Basic Cost” of such items. The Basic Cost means cost of materials, labour and equipment”.

In fixing such “Basic Cost”, the Engineer shall use for labour as District Price Fixing Committee rates and prices for materials and Equipment shall be used the prevailing market prices.

- 13.4 (b) (ii)** The percentage for adjustment of provisional sum is **ten (10%) percentage.**

PROVISIONAL SUMS

13.5	Deleted	DAY WORKS
13.7	The Contract Price is not subjected to price adjustment	PRICE ADJUSTMENT
14.2	Modified as per rules of Government of India An interest-bearing mobilization advance may be paid to the contractor exclusively for the costs of mobilization at 10 % of the contract price on the provision by the contractor of an unconditional Bank Guarantee (BG) issued by commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka. Such BG shall remain effective until the advance payment has been fully repaid, but the amount thereof shall be progressively reduced by the amount repaid by the contractor, as indicated in the interim payment certificates (IPCs). The advance will be paid in two installments, each of 5%. The first installment may be paid on commencement of the work against an unconditional BG in respect of the advance. The second installment may be paid on certification by the engineer of the contractor's having achieved a financial progress of 10% of the contract price, as also provision of a BG by the contractor for this part of the advance. Mobilization expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilization advance. A simple interest @ 10% will be charged on the mobilization advance.	ADVANCE PAYMENT
14.3(c)	The retention from each payment shall be ten percent (10%) of the certified value of work done. The limit of retention shall be five percent (5%) of the Initial Contract Price.	RETENTION
14.5	Minimum amount of interim payment shall be Rupees 10.0 million	INTERIM PAYMENT

- 14.8** On reaching the limit of retention, stated in the Contract Data under Sub-Clause 14.3, the Contractor may substitute full retention money with an unconditional guarantee acceptable to the Employer to a value equal to the full retention money, and valid up to 28 Days beyond the end of Defect Notification Period. On receipt of such guarantee the Employer shall repay the full retention money. The guarantee will be released to the Contractor upon the certification of the Engineer that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

- 18.1** The minimum insurance covers shall be :

INSUARANCE

- (a) The minimum cover for insurance of the Works and of Plant and Materials is **115%** of the Initial Contract Value.

The maximum deductible for insurance of the Works and of Plant and Materials is **five percent (5.0%)** of Initial Contract Value.

- (b) The minimum cover for loss or damage to Equipment is **hundred percent (100%)** of the Equipment cost.

The maximum deductible for insurance of Equipment is **five percent (5%)** of the Equipment cost.

- 18.2** The minimum cover for insurance of other property is **Rs.100,000/-**

The minimum cover for personal injury or death,

- For third party and employees of the Employer and other persons engaged by the Employer in the work is **Rs.1, 000,000/-** per event. Numbers of events are unlimited.

- 18.3** The minimum cover for personal injury or death

- For the Contractor's workmen is **Rs.500, 000/-** per event.
- Contractor's Employees other than workmen is **Rs.1, 000,000/-** per event. Numbers of events are unlimited.
- Insurance charges shall be paid by the Contractor.

SECTION 6

SPECIFICATIONS

SPECIFICATIONS

GENERAL SPECIFICATIONS

01 Specification for Building Works – Volume I

ICTAD Publication No. SCA/4/I

3rd Edition (Revised) – July 2004

02 Specifications for Building Works – Volume II

ICTAD Publication No. SCA/4/II – Sanitary Installations

2nd Edition (Revised) – October 2001

03 Specifications for Water Supply Sewerage and Storm Water Drainage Works

ICTAD Publication No. SCA/3/2

2nd Edition (Revised) – April 2002

04 Specifications for Electrical and Mechanical Works

Associated with Building and Civil Engineering

ICTAD Publication No. SCA/8

2nd Edition (Revised) – August 2000

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

SECTION 7

FORM OF BID

FORM OF BID

Name of the Contract: **Construction of Auditorium for Swami Vipulananda Institute of Aesthetic Studies, Eastern University in Batticaloa, Sri Lanka**

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

Gentleman,

1. Having examined the Standard Bidding Document - Procurement of Works (**CIDA/SBD/02,- Second Edition - January 2007**) Specifications, Drawings and Bill of Quantities and Addenda, if any, for the execution of the above named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda, if any, for the sum of Sri Lankan Rupees.....

(LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid for the period of **120 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 that the Adjudicator shall be appointed when need arises.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

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

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

Witnesses

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

SECTION - 8

BILLS OF QUANTITIES

Note: In preparation of the bidding document the users are advised to:

- (1) Include appropriate preliminary Bill items as Bill No. 01 in accordance with ICTAD Publication No. ICTAD/ID/04.**
- (2) Allow provision for the bidders to include the VAT Component separately and instruct them not to carry the VAT component to the Form of Bid.**
- (3) Advise the bidders that any discount offered will not be considered for Provisional Sum Items.**

SECTION 09

SCHEDULES

(QUALIFICATION INFORMATION)

Schedule 1 – General Information

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

ITB Clause reference	Description	Information (to be filled by the Bidder)	Remarks	
4.1 (a)	Legal Status		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			
	Name (Lead partner)		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			
	Name (Lead partner 2)		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		
	Name (Lead partner 3)		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		
4.2 (a)	CIDA Registration		Provide certified copies and label as attachment to Clause 4.1 (a)
	Registration Number		
	Grade		
	Specialty		
	Expiry Date		

Schedule 2 – Annual Turn- over Information
(Construction only – Last five years)

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

Year	Turn - over	Remarks
		Attach audited reports and label as attachment to Clause 4.2

Schedule 3 – Adequacy of Working Capital

Source of credit line	Amount	Remarks
		Attach audited reports and label as attachment to Clause 4.2
Total		

Schedule 4 – Construction Experience in last five years

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

Year	Employer	Description of Works	Amount	Contractor's Responsibility (%)
		Total		

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

<u>Schedule 5 – Major Items of Construction Equipment Proposed</u>	
Type	Capacity

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:

Schedule 8 – Work Programme															
	<i>(1st, 2nd, etc., are months from the Start Date)</i>														
Construction Activity	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th

[DELETED]

Input Name (Include major materials below the list, together with percentages for all inputs)	CIDA reference for Indices	Percentage (Percentages listed should added to 90.0)
	Total	90.0

Schedule 10-Construction Methodology

(Briefly describe the methodology)

SECTION 10

DRAWINGS

Construction of Auditorium for Swami Vipulananda Institute of Aesthetic Studies, Eastern University in Batticaloa, Sri Lanka.

LIST OF DRAWINGS

Architectural

1.	2019-04-001-AR01	Basement Floor Plan
2.	2019-04-001-AR02	Ground Floor Plan
3.	2019-04-001-AR03	First Floor Plan
4.	2019-04-001-AR04	Floor Plan
5.	2019-04-001-AR05	Roof Plan
6.	2019-04-001-AR06	Sections
7.	2019-04-001-AR07	Sections, Schedule of Openings
8.	2019-04-001-AR08	Section
9.	2019-04-001-AR09	Front Elevation, Rear Elevation
10.	2019-04-001-AR10	Side Elevation
11.	2019-04-001-AR11	Site Plan, Schedule of Finishes
12.	2019-04-001-AR12	Details of Roof & Ceiling
13.	2019-04-001-AR13	Details of Roof & Ceiling
14.	2019-04-001-AR14	Details of Roof & Ceiling
15.	2019-04-001-AR15	Staircase Details
16.	2019-04-001-AR16	Staircase Details
17.	2019-04-001-AR17	Details of Toilets
18.	2019-04-001-AR18	Details of Toilets
19.	2019-04-001-AR19	Details of Toilets
20.	2019-04-001-AR20	Details of Doors & Windows
21.	2019-04-001-AR21	Details of Doors & Windows
22.	2019-04-001-AR22	Details of Doors & Windows
23.	2019-04-001-AR23	Details of Doors & Windows
24.	2019-04-001-AR24	Details of Partitions
25.	2019-04-001-AR25	Details of Ramp
26.	2019-04-001-AR26	Details of Ramp
27.	2019-04-001-AR27	Details of Stage
28.	2019-04-001-AR28	Landscaping Layout

Structural

1.	2019-04-001ST01	General Notes
2.	2019-04-001ST02	Layout of foundation
3.	2019-04-001ST03	Layout of plinth beam
4.	2019-04-001ST04	Schedule of columns
5.	2019-04-001ST05	Detail of foundation
6.	2019-04-001ST06	Detail of combine footings
7.	2019-04-001ST07	Detail of combine footings
8.	2019-04-001ST08	Detail of combine footings
9.	2019-04-001ST09	Detail of combine footings
10.	2019-04-001ST10	Detail of staircase “A”
11.	2019-04-001ST11	Detail of staircase to electrical room “B”, “C”, “D”
12.	2019-04-001ST12	Layout of slab & beam at ground floor level
13.	2019-04-001ST13	Layout of slab beam at first & 10.2m floor level
14.	2019-04-001ST14	Layout of slab & beam at 9.30m, 14.05m & 7.55m floor level
15.	2019-04-001ST15	RCC details of ground & 1 st floor beams
16.	2019-04-001ST16	RCC details of ground & 1 st floor beams
17.	2019-04-001ST17	RCC details of ground & 1 st floor beams
18.	2019-04-001ST18	RCC details of ground & 1 st floor beams
19.	2019-04-001ST19	RCC details of ground & 1 st floor beams
20.	2019-04-001ST20	RCC details of ground & 1 st floor beams
21.	2019-04-001ST21	RCC details of beams at 1 st floor level
22.	2019-04-001ST22	RCC details of beams at 1 st floor level
23.	2019-04-001ST23	RCC details of beams at 1 st floor level
24.	2019-04-001ST24	RCC details of beams at 1 st floor level
25.	2019-04-001ST25	RCC details of beams at +9.30m level
26.	2019-04-001ST26	RCC details of slab at ground floor level
27.	2019-04-001ST27	RCC details of slab at ground floor level
28.	2019-04-001ST28	RCC details of slab at ground floor level
29.	2019-04-001ST29	RCC details of slab at ground floor level

30.	2019-04-001ST30	RCC details of slab at 1 st floor level
31.	2019-04-001ST31	RCC details of slab at 1 st floor level
32.	2019-04-001ST32	RCC details of slab at 1 st floor level & +14.05m level
33.	2019-04-001ST33	RCC details of slab at +7.55m level, weather shades & fascia
34.	2019-04-001ST34	RCC details of slab at +9.75m & 9.3m level
35.	2019-04-001ST35	Detail of steel staircase
36.	2019-04-001ST36	Detail of steel staircase
37.	2019-04-001ST37	Layout of roof on stage and Layout & details of beams at 19.75m level
38.	2019-04-001ST38	RCC Details of beams at +19.75m level
39.	2019-04-001ST39	Layout of upper and lower roof
40.	2019-04-001ST40	Details of roof
41.	2019-04-001ST41	Details of roof & cat walk
42.	2019-04-001ST42	Details of roof & cat walk
43.	2019-04-001ST43	Details of roof, layout & details of cat walk
44.	2019-04-001ST44	Details of cat walk & roof
45.	2019-04-001ST45	Details of roof on stage

Water Supply & Drainage

1.	2019-04-001-WSS01	Basement floor plan
2.	2019-04-001-WSS02	Ground floor plan
3.	2019-04-001-WSS03	First floor plan
4.	2019-04-001-WSS04	Detail at -A
5.	2019-04-001-WSS05	Detail at -B
6.	2019-04-001-WSS06	Detail at – C & D
7.	2019-04-001-WSS07	Layout & detail of storm water at basement floor
8.	2019-04-001-WSS08	Layout & detail of storm water at roof level

Electrical

1. 2019-04-001-EL01 Electrical Layout plan at Basement floor
2. 2019-04-001-EL02 Electrical Layout plan at Ground floor
3. 2019-04-001-EL03 Electrical Layout plan at First floor
4. 2019-04-001-EL04 Electrical Layout plan at 19.3m level
5. 2019-04-001-EL05 Lighting protection system
6. 2019-04-001-EL06 Lighting protection system
7. 2019-04-001-EL07 Lighting protection system
8. 2019-04-001-EL08 Lighting protection system
9. 2019-04-001-EL09 Electrical wiring diagrams

Mechanical

1. 2019-04-001-BS01 Fire protection layout for basement floor
2. 2019-04-001-BS02 Fire protection layout for Ground floor
3. 2019-04-001-BS03 Fire protection layout for first floor
4. 2019-04-001-BS04 Fire protection layout for ceiling level
5. 2019-04-001-BS05 Fire detection schematic diagram
6. 2019-04-001-BS06 Fire hose reel & landing valve schematic

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: 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: Construction of Auditorium for Swami Vipulananda Institute of Aesthetic Studies,
Eastern University in Batticaloa, Sri Lanka.**

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