



Invitation for Bids (IFB)

High Commission of India

Grant Number: NO.COL/DC/228/2/2011

Grant Name: Upgrading Child Development Centers in Sri Lanka



Bidding Package No	Bid Title	Estimated Cost /(Rs in millions)	Required Grade
COL/DC/228/2/2011/P-1	Upgrading Child Development Centre- Nuwara Eliya	5.5	C 7
COL/DC/228/2/2011/P-2	Upgrading Child Development Centre- Hatton	5.5	C 7
COL/DC/228/2/2011/P-3	Upgrading Child Development Centre- Galle	5.5	C 7
COL/DC/228/2/2011/P-4	Upgrading Child Development Centre- Ratnapura	5.5	C 7
COL/DC/228/2/2011/P-5	Upgrading Child Development Centre- Kandy	5.5	C 7
COL/DC/228/2/2011/P-6	Upgrading Child Development Centre- Kegalle	5.5	C 7
COL/DC/228/2/2011/P-7	Upgrading Child Development Centre- Badulla	6	C 7
COL/DC/228/2/2011/P-8	Supply of furniture to 70 child development centers in the above mentioned 7 regions	7	N/A

1. Government of India has approved a grant for Upgrading Child Development Centers 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). Bidders who bid for package 8 do not require to submit document related to ICTAD. Terms and conditions are stipulated separately.
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 29 July 2013 to 26 August 2013 between 0930 hrs to 1600 hrs. upon payment of a non refundable fee of Rs.1,000.00 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 27 August 2013 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 21 August 2013**
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.

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.

.....

Bidder

.....

First Secretary (Development Cooperation),

High Commission of India

Bidding Data

Instructions to Bidders

Clause Reference

- (1.1) The Employer is
Name : **High Commission of India**
- Address: **36-38 Galle Road, Colombo – 03.**
- The Works mainly consists of **Upgrading 70 Child Development Centers**
- Located at **7 Regions in Sri Lanka (Galle, Ratnapura, Badulla, Kegalle, Kandy, Hatton, N'Eliya)**
- (1.2) Intended Date of Completion is 180 days from the date of signing of Agreement.
- (1.3) The office for collection of bid forms is **High Commission of India, 36-38 Galle Road, Colombo – 03.**
- The non-refundable fee is Rupees 1,000.00 per package
- The Bid forms will be issued from 29 July 2013 to 26 August 2013
- (2.1) The source of funds is : **Government of India**
- (4.2) **ICTAD registration required for Package one to four**
- The registration required;
Specialty Buildings.
Grade C6
- (4.3) The following information shall be provided by bidders who bid for packages 1-4 in Section 4:
- * 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 three years;
 - * Qualifications and experience of key site management and technical personnel proposed for the Contract;
 - * Any other.
- (4.4)**
- * Average of the annual volume of construction work performed in the last three years shall be at least. **10 mn**
 - * Experience in the construction Works over the last 3 years (to comply with this requirement, works cited should be at least 70 percent completed)
 - * Following technical staffs and managerial Staff:
 - 1. Technical: NDT – 1 No
NCT – 1 No
 - 2. Managerial: Site Officer
 - * 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 **Rs. 10mn**
- (9.1)** Employer's address for the purpose of clarification is ;
 Name : Project Officer (Development Cooperation)
 Address : High Commission of India
 36-38 Galle Road, Colombo – 03.
 E-mail : projects.col.hci@gmail.com
- The language of the bidding document shall be **English**.
- (13.3)** **VAT component should not be included in the rates. The amount written in the Form of Bid should 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 IN ACCORDANCE WITH Clause 47 of the Conditions of Contract.
- (14.1)** Bidders are allowed to bid in Sri Lankan Rupees
- (15.1)** The Bid shall be valid up to **120 Days from date of closing of Bids**
- (16.1)** Bid shall include a **Bid Security** using the form included in Section 9.

(16.2) Bid Security shall be:

Bidding Package No	Bid Bond Amount (SLR)
COL/DC/228/2/2011/P-1-7	180,000/- for Each packages
COL/DC/228/2/2011/P-8	210,000/-

- Valid until **120 Days from date of closing of Bids**

The Bid Securities issued by the following agencies are acceptable **provided the Bid Security 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.**

- A bank operating in Sri Lanka approved by the Central Bank.
- Construction Guarantee Fund.

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

Date : 21 **August 2013**
Time : **1500 Hrs**

(19.1) **The bidder shall seal the original and the copy of the technical and financial Bid in two separate 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. Technical Bid Contains – ♦ Bid Security

- ♦ **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 03 years.**
- ♦ **Details of technical and management staff, construction equipments.**

B. Financial Bid 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 27 August 2013 at 1500hrs
- (28.1)** For evaluation and comparison of Bids under Sub – Clause 29.2, rates and prices should be quoted in Sri Lankan Rupees.
- (30.0)** Domestic Contractors are eligible to apply for this contract
- (31.1)** After evaluation of Bids in accordance with the procedures described under Clauses 25, 26, 27, 28, 29, and 30, the Employer will inform the successful bidder and the intention of contract award to such bidder
- (34.0)** The amount of Performance Security is 5% of the Initial Contract Price.
- (36.0)** Not Applicable

Contract Data

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

- (1.1) The Employer is
Name: **High Commission of India**
Address: **P.O.Box 882,
36-38 Galle Road, Colombo – 03.**
- (1.1) The Engineer
Name and Address will be intimated while signing of the contract
- (1.1) The Works consists of repair of 70 child development centres and supply of furniture
- (1.1) The Site is located at Galle, Ratnapura, Badulla, Kegalle, Kandy, Hatton and Nuwara Eliya
- (1.1) The Start Date shall be **14 Days** from the Letter of Acceptance.
- (9.1) Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined,
1. Technical : NDT/NCT
2. Managerial:
Site Officer
- (17.1) The Intended Completion Date for the package 1-4 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**
- (35.1) The Defects Liability Period is **270 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. It should be within the contract amount.**
- (43.1) Part Payment will be made in 04 instalment 25%, 50%, 75%, 100% progress. No interest will be paid
- (44.1) The following events shall also be Compensation Events: **None**
- (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 **5%** of the Initial Contract Price and to be for a period of sixty days beyond the date of completion. Unconditional Performance Security shall be from an acceptable Bank by the Employer.

(58.1) Schedule of operating and maintenance manuals.

Terms and Conditions for supply of Furniture

1. Bidders are requested to submit their bid documents (technical and financial) – **in duplicate** - in a sealed cover marked “Package Five- **Supply and Delivery of Furniture to child development centers**”. The technical bid and financial bid should be sealed by the bidder in **separate covers duly superscribed**.
2. Technical and Financial bids **both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed**.
3. **OPENING OF BIDS:** The Technical Bids will be opened in presence of authorized representatives of bidders at **1530 hrs on 27/08/2013** in the High Commission of India. After scrutiny of technical bids by the Tender Evaluation Committee, financial bids of only those bidders who qualify the technical evaluation will be opened at a time and date to be intimated later.
4. **VALIDITY AND CURRENCY OF BIDS:** All bids shall hold good for acceptance for a minimum period of **120 days** from the date of closing of tender.
5. **WARRANTY:** The Supplier shall provide on-site warranty for 6 months.
6. **PERFORMANCE GUARANTEE:** The successful bidder shall submit, within **fourteen** working days after the award of contract, a Performance Guarantee provided by a commercial bank or an insurance agency approved by the Central Bank of Sri Lanka, of an amount equal to ten percent (10%) of the value of order, drawn in favour of the High Commission of India, Colombo for the due execution of the contract within the specified period. The Performance Guarantee should be valid for a period of **210 days** from the date of award. If the Performance Guarantee is not submitted within **14 days** of the letter of award, the award will be cancelled and the Guarantee will be forfeited. The EMD of the bidder, whose tender is accepted, will be discharged when the said bidder's Performance Guarantee has been accepted.
7. **DELIVERY AND INSTALLATION:** The successful bidder must **complete delivery within a period of 150 days from the issue of Purchase Order**. The suppliers are required to deliver the furniture to the 70 Child Development Centres mentioned in the Annexure-A. The cost towards the transportation should be included in the price. If the successful bidder fails to hand over within the stipulated period, liquidated damages @ 1% of the tender amount shall be levied for a delay of each calendar week or part thereof, subject to a maximum of 10%.
8. **RETENTION MONEY:** Retention money to the extent of 5% of the invoice amount will be retained up to the warranty period.

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)]

Form of advance payment security

----- [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)]



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)]



FORM OF BID

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

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	
Speciality	
Expiry Date	
Backlisted 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 _____ Capacity..... 2. type _____ 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*	

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").

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)]

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 (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		