

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TRANSPORT & HIGHWAYS

ROAD DEVELOPMENT AUTHORITY



**BIDDING DOCUMENT
FOR**

**CONSTRUCTION OF APPROACHES FOR BRIDGE NO 13/6 ON
DEMODARA SPRIN VALLEY BADULLA ROAD (B097)**

CONTRACT NO: RDA/PD/UVA/W/GOSL (WB)/2024/01

BID SUBMITTED BY

.....

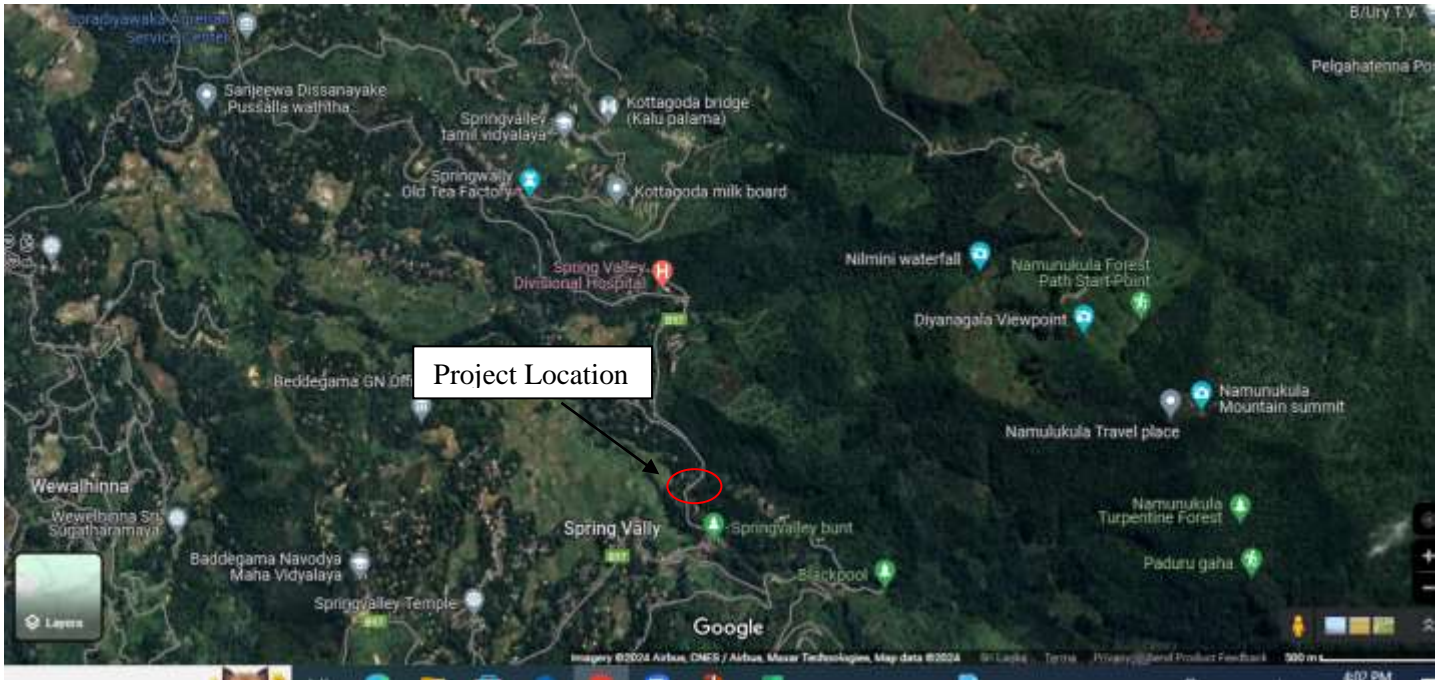
[Name of the Bidder]

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Project Location Map

BRIDGE NO 13/6 ON DEMODARA BADULLA SPRINVALLEY ROAD (B097).



Introduction

- This Bidding Document has two parts, namely, Volume 1 and Volume 2.
- The bidders are expected to buy the following Standard Bidding Document from the Institute for Construction Training and Development (ICTAD): -

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

SECOND EDITION – JANUARY 2007 with **addendum issued in October 2009 by ICTAD**

- ICTAD PUBLICATION NO. – ICTAD/SBD/01
- This Bidding Document shall be read in conjunction with the above Standard Bidding Document.
- The Address of CIDA is

Construction Industry Development Authority

‘Savsiripaya’ 123, Wijerama Mawatha,

Colombo-07

VOLUME 1

VOLUME 1

Section	1	Instruction to Bidders
Section	2	Standard Forms (Contract)
Section	3	Conditions of Contract

Section - 1

Instruction to Bidders

The text of this 'Instructions to Bidders' is found in the
'Standard Bidding Document Procurement of Works'
ICTAD Publication No. ICTAD/SBD/01 – Second Edition – January 2007 with Addendum issued in October
2009 by ICTAD

This publication is copyright and bidders, if they do not already possess a copy, may obtain it from:
Institute for Construction Training and Development
'Savsiripaya'
123, Wijerama Mawatha
Colombo-07

This has to be read in conjunction with Addendum of SBD/01 issued in October 2009 by ICTAD and Section
– 5 – 'Bidding Data and Contract Data' of this Bidding Document. Wherever the Clauses of the Section -1 –
'Instruction to Bidders' have to be modified and/or supplemented, it is done through the text in the Section -5 –
'Bidding Data and Contract Data'.

Section - 2

Standard Forms (Contract)

- Letter of Acceptance
- Performance Guarantee
- Form of Agreement
- Advance Payment Security
- Retention Money Guarantee

FORM OF LETTER OF ACCEPTANCE

_____ [Date]

[Contractor's Name & Address]

This is to notify you that your bid dated for the construction and remedying the defects of the under Contract No: for the Contract Price of Rupees as corrected in accordance with Instruction to Bidders is hereby accepted.

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

The Start Date shall be.....

The amount of Performance Security is.....

The Performance Security shall be submitted on or before

Provincial Director (Uva)
Road Development Authority

FORM OF PERFORMANCE SECURITY

(Unconditional)

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

Beneficiary: Provincial Director (Uva), Road Development Authority, No.40, Dharmapala Mawatha, Bandarawela.

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that [Name of Contractor]
(hereinafter called, "the Contractor") has entered into Contract No dated
..... with you, for the(Name of the Project), (hereinafter called "the
Contract").

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

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

This guarantee shall expire, no later than the day of2024 [28 days beyond the Defect Liability Period]
and any demand for payment under it must be received by us at this office on or before that date.

Name, Signature and the Seal of the Agency:
Name of the Organization
Designation
Date:

Witness:
Name
NIC No
Signature

Witness:
Name
NIC No
Signature

FORM OF AGREEMENT

This Agreement made on the [day] of. [Month] 2024, between the Road Development Authority established by the Road Development Authority Act No.73 of 1981, situated at “Maganeguma Mahamedura”, 216, Denzil kobbekaduwa Mawatha, Battaramulla, (hereinafter called and referred to as “the Employer”), of the one part, and.....[name and address of Contractor])(hereinafter called and referred to as “the Contractor”), of the other part:

Whereas the Employer desires that the Contractor executes the (Name of the project), under Contract No: (hereinafter called and referred to as “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

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 Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed 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 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 hereto have caused this Agreement to be executed on the day and year aforementioned in accordance with laws of Sri Lanka.

.....
Name:	Provincial Director (Uva)
Authorized Signatory of Contractor	Road Development Authority
	On behalf of the Employer
Common Seal	Common Seal

In the presence of Witness:	In the presence of Witness:
.....
Name	Name
NIC No.	NIC No.
Address	Address

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary: Provincial Director (Uva), Road Development Authority, No.40, Dharmapala Mawatha, Bandarawela.

Date:

ADVANCE PAYMENT GUARANTEE No.:.....

We have been informed that [name of Contractor] (hereinafter called, “the Contractor”) has entered into Contract No: dated2024, with you, for the ‘.....(Name of the project)’ (hereinafter called “the Contract”).

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

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

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

This guarantee shall expire on[insert the date, 28 days beyond the intended Completion date]

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

Name, Signature and the Seal of the Agency:
Designation
Name of the Organization
Date:

Witness:
Name
NIC No
Signature

Witness:
Name
NIC No
Signature

FORM OF RETENTION MONEY GUARANTEE

(Issuing Agency's Name and Address of Issuing Branch or Office)

Beneficiary: Provincial Director (Uva), Road Development Authority, No.40, Dharmapala Mawatha, Bandarawela.

RETENTION MONEY GUARANTEE No.:-----

We have been informed that ----- (name of Contractor) (hereinafter called "the Contractor") had entered into Contract No: dated2024, with you, for the execution of '.....' (hereinafter called "the Contract") Furthermore, we understand that, according to the Conditions of Contract, when the works have been taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

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

The 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.

Name, Signature and the Seal of the Agency:

Name of the Organization

Designation

Date:

Witness:

Name

NIC No

Signature

Witness:

Name

NIC No

Signature

Section - 3

Conditions of Contract

The text of this 'Conditions of Contract' is found in the

'Standard Bidding Document Procurement of Works'

ICTAD Publication No. ICTAD/SBD/01 – Second Edition – January 2007 with Addendum issued in October 2009

This publication is copyright and bidders, if they do not already possess a copy, may obtain it from:

Institute for Construction Training and Development

'Savsiripaya'

123, Wijerama Mawatha

Colombo-07

This has to be read in conjunction with Addendum of SBD/01 issued in October 2009 by ICTAD and Section – 5 – 'Bidding Data and Contract Data' of this Bidding Document. Wherever the Clauses of the Section -3 – 'Conditions of Contract Bidders' have to be modified and/or supplemented, it is done through the text in the Section -5 – 'Bidding Data and Contract Data'.

VOLUME - 2

VOLUME 2

- Invitation for Bids
- Section 4 Form of Bid and Qualification Information
- Section 5 Bidding Data and Contract Data
- Section 6 Specifications
- Section 7 Bill of Quantities
- Section 8 Drawings
- Section 9 Standard Bid Forms

GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF TRANSPORT & HIGHWAYS
ROAD DEVELOPMENT AUTHORITY
INVITATION FOR BIDS

IFB No. RDA/PD/UVA/W/GOSL (WB)/2024/01

1. The Chairman, Regional Procurement Committee (Uva Province), on behalf of the Road Development Authority (RDA), invites sealed bids from the eligible and qualified bidders for the contracts described below:

S.No	Contract No.	Contract Name	Engineer's Estimate without Contingencies (Rs.Mn)	CIDA Grade	Bid Security (Rs.Mn)	Contract Duration (Days)
01.	RDA/PD/UVA/W/GOSL (WB)/2024/01	CONSTRUCTION OF APPROACHES FOR BRIDGE NO 13/6 ON DEMODARA SPRINVALLEY BADULLA ROAD (B097)	23.75	C6 and C5	0.48	91

2. The works consist of Embankment Construction, Sub base, Base, Surfacing and Retaining structures.
3. "Bidding will be conducted through the National Competitive Bidding (NCB) since the Estimated Value of work to be performed under this procurement (excluding VAT and other taxes) is below Rs 50 Mn., regional preferences and CIDA grade preference shall apply as stipulated in Public Finance Circular No. 04/2016(iii)".
4. To be eligible for the contract award, the successful bidders shall be currently registered with the Construction Industry Development Authority (CIDA) in grade given in the above table in **Highway speciality**.
5. Interested bidders may obtain further information from the following offices and inspect each bidding document via www.rda.gov.lk from 22.05.2024 to 12.06.2024.
- Provincial Director (Uva), Road Development Authority, No. 40, Dharmapala Mawatha, Bandarawela. Tel Phone: 057-2222170 & Fax: 057-2222170
 - Chief Engineer (Bandarawela), Road Development Authority, No. 40, Dharmapala Mawatha Bandarawela. Tel Phone: 057-2222171 & Fax 057-2222171
6. Pre-Bid meeting will be held **at 10:00 hrs on 29.05.2024** at the office of the **Chief Engineer (Badulla), Road Development Authority, Bandarawela** and a site visit will be arranged immediately thereafter if necessary.
7. A complete set of bidding document in English language shall be purchased by interested bidders on submission of a written application to the Deputy Director General (Procurement), Road Development Authority, 04th floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla or Provincial Director (Uva) Road Development Authority, No.40, Dharmapala Mawatha, Bandarawela from 22/05/2024 until 11/06/2024 during 09:00 hrs to 15:00 hrs **upon payment of a non-refundable fee**. Non-refundable tender fee Rs 3,500.00 (excluding VAT and other taxes) for bidding document can be paid by depositing cash to the following account
- Account name : Provincial Director (Uva), Road Development Authority.
 - Account number : 2068132
 - Bank Name : Bank of Ceylon
- As per the Public Contract Act No. 3 of 1987, only the Agents and Successful winners of tenders shall be registered in Department of Registrar of Companies.
8. Bid shall be accompanied by a Bid- Security for an amount given in the table. Bid Securities shall be valid up to **08.10.2024**.

9. Bid shall be valid up to **10.09.2024**.
10. Bid shall be delivered in duplicate to the Chairman, Regional Procurement Committee (Uva Province), Provincial Director's Office, Road Development Authority, , No. 40, Dharmapala Mawatha, Bandarawela **on or before 14:00 hrs on 12.06.2024** and **Late bids will be rejected**. Bids will be opened soon after the closing, in the presence of the bidder's representatives who choose to attend.

**The Chairman
Regional Procurement Committee (Uva Province)
Provincial Director's Office
No.40, Dharmapala Mawatha
Road Development Authority
Bandarawela**

Section - 4

Form of Bid and Qualification Information

FORM OF BID

**CONSTRUCTION OF APPROACHES FOR BRIDGE NO 13/6 ON DEMODARA SPRIN VALLEY
BADULLA ROAD (B097)
UNDER CONTRACT NO: RDA/PD/UVA/W/GOSL (WB)/2024/01**

To: Road Development Authority

Gentlemen,

1. Having examined the Standard Bidding Document-Procurement of Works (ICTAD/SBD/01-Second Edition January 2007 with Addendum of SBD/01 issued in October 2009 by ICTAD) along with the Bidding Data, Contract Data, Specifications, Drawings and Bill of Quantities and addenda Nos..... 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 Nos..... for the sum of Sri Lankan Rupees*.....
.....
.....
..... (SLRs. *.....) (The bid price shall include physical & Price Contingencies and provisional sums but excluding VAT) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as 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 within the date specified in ITB clause 15.1 or any extended period to which we may agree 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 understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of2024 in the capacity ofduly authorized to sign tenders for and on behalf of

Name :(IN BLOCK CAPITALS)

Signature :

Designation -

Address :
.....

Witness : 1.Name..... Signature

2.Name Signature

*The amount inserted here should not include the VAT component.

****Bid signed by a person other than the authorized person shall be as non-responsive**

Qualification Information	
CIDA Registration	Please attach photo copy of Original Documents (as annex -01)
Registration Number	
Grade & Speciality	
Expiry Date	
VAT Registration Number	(Attach as Annex 02)
Construction Program	(Attach as annex 11)
Legal Status (Please attach photo copy of original documents as annex)	(Attach as Annex 03)
For Joint venture	Please attach draft copy of Joint venture Agreement
Authentication of Signatory	(Attach original with form of bid & a photo copy as annex -04)
Value Of Construction works performed (Attach copy of Audited Financial Report)	(Attach as Annex 05)
Year 2022/2023	
Year 2021/2022	
Year 2020/2021	
Year 2019/2020	
Year 2018/2019	

Details of Contract works in hand

(Attach as annex 06)

Specialty	Name of the Contract	Name of the Client	Initial Contract Amount (Rs.)	Outstanding Work (Rs.)	Expected date of completion
Highways*					
Bridges*					
Buildings*					
Irrigation*					
#					
Total					

* Add additional rows to include all the current projects if needed

Provide additional speciality, to include all the current projects

Note – The bidders who do not provide all contract commitment shall be treated as non-responsive according to the clause 3.3 of ITB

Financial Data

As per Latest Audited Financial Statement

1	Current Assets	
2	Current Liabilities	
3	Working Capital (1-2)	
4	Value of Outstanding work in hand	
5	Line of Credit **	
*6	Available Liquid Asset {3 - (0.1) x 4+5}	

* This amount shall be not less than the amount given in clause 4.4 of ITB

** Line of credit if provided shall strictly be as per the form given in Section -9. (Attach as annex 07)

Note: Available Working Capital of bidder should be positive.

Similar Work Experience, Construction Equipment Proposed and Qualification & Experience of Key staff

Similar work completed in last 05 years (Attach LOA, Completion Certificate, documents to confirming similarity of work)	Value..... Year..... Employer Completed Date Description of work <div style="text-align: right;">(Attach as annex-08)</div>
Major Items of Construction Equipment Proposed (Attach as annex-09)	1. Type.....Capacity..... 2. Type.....Capacity..... 3. Type.....Capacity..... 4. Type.....Capacity..... 5. Type.....Capacity.....
Qualification and Experience of Key staff to be attached to the project Attach details of key personal CVs. Separately, proposed to be at site for supervision. (Attach as annex-10)	Technical 1. 2. 3. Managerial 1 2 3

Details of Sub-Contractors

Section of work	Approximate value	Name(s) & Address (es) of sub-contractors	Description & location of similar works previously executed

Personnel Data	
Name of Institution	
Address	
Telephone	
Facsimile	
Email address	

Road Development Authority and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in this connection and to seek clarification from our banks, any other agency or our clients regarding any financial and technical aspects.

Signature of the Bidder.....

Date

Section - 5

Bidding Data and Contract Data

BIDDING DATA

Clause 1, Scope of Bid

Clause 1.1

- a) Employer is the Road Development Authority established by the Act No.73 of 1981.
- b) Address of the Employer is: *Road Development Authority*
“Maganeguma Mahamedura”
216, Denzil Kobbekaduwa Mawatha, Battaramulla.
- c) The Scope of the Work is **Construction of Approaches for bridge no 13/6 on Demodara Sprinvalley Badulla road (B097)**

The work consists of Embankment Construction, Sub base, Base and Retaining Structures.

The Site is located in **Badulla** district.

Clause 1.2

Time for completion is **91 Days** from the Start Date:

Clause 1.3

- a) The Bidding Document shall be inspect from the RDA web site [www.rda.gov.lk] from 22/05/2024 to 12/06/2024
- b) The Non-refundable tender fee Rs 3,500.00 (excluding VAT and other taxes) for the bidding document can be paid by depositing cash to the following account
Account name : Provincial Director, Road Development Authority
Account number : 2068132
Bank Name : Bank of Ceylon
- c) The Bidding document shall be collected during working hours from 09.00 Hrs to 15.00 Hrs from the office of the Deputy Director General (Procurement), Road Development Authority, 04th floor, “Maganeguma Mahamedura”, 216, Denzil Kobbekaduwa Mawatha, Battaramulla or Provincial Director (Uva) Road Development Authority, No.40, Dharmapala Mawatha, Bandarawela from 22/05/2024 until 11/06/2024.

Clause 2, Source of Funds

Clause 2.1

Funded by Government of Sri Lanka (GOSL)

Clause 3, Ethics, Fraud and Corruption

Add a new sub-Clause 3.3

Clause 3.3

A misrepresentation or omission of facts in order to influence the procurement process shall make the Bid non-responsive and if detected after the award the bidder could be subjected to legal prosecution.

Clause 4, Qualification of the Bidder

Clause 4.2

The bidder shall be currently registered with the Institute for Construction Industry Development Authority (CIDA) in **C6 and C5 grade** in Highway specialty.

Clause 4.3 Bidder shall provide in:

- CIDA registration particulars
 - Registration number
 - Specialty & Grade
 - Expiry Date
- VAT registration number.
- Legal status of the bidder (sole proprietor, Partnership, Company etc.)
- Authentication for signatory (written Power of Attorney)
- Audited Financial Statement for latest five years
- Evidence of adequacy of working capital for this contract (liquid assets & other)
- Experience in a work of similar nature and size in the last ten years
- Work in hand and expected completion date
- Qualification and experience of key site management and technical personnel proposed for the Contract
- Major items of construction equipment proposed to carry out the Contract
- Authority to seek references from the bidder's bankers;
- Total monetary Value of construction work performed for each of the last five years.
- The Method statement of the way the bidders proposed to carry out the work
- Construction Program with critical path and cash flow forecast.
- A description and value of work, which the bidder proposes to sub-contract, together with the name and address of the proposed sub-contractors

Clause 4.4

- Average annual volume of construction work performed during the last five years shall be at least **Rs. 37.50 million**
Annual Average Construction Turnover (AACT) is calculated as follows,

$$AACT = \frac{\sum ACT_n}{5} \quad \text{where, } n = 1\text{st} \dots\dots\dots 5\text{th year (last five years)}$$

ACT_n - Annual Construction Turnover of nth year (from the audited financial report)

- The bidder should have, experience in the construction of at least one contract of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70% completed), the value of which should be at least **Rs. 17.50 million.**

Experience of subcontractors in respect of “Contract of similar size and nature” shall be accepted, only if the reference sub- contract was approved by the Employer. Also such bidder shall submit the sub –contracting agreement along with the Completion Certificate issued by the main contractor and an approval letter issued by the Employer confirming the sub-contracting arrangement. Any bids that, not complying with this requirement shall be rejected.

- Liquid Assets and / or credit facilities required

Minimum Liquid Assets available shall be **Rs.25.00 million**

Minimum Liquid Assets Available is calculated as follows:

$$X = (A - L) - 0.1 W + C \quad \text{where;}$$

X = Minimum Liquid Assets available

A = Current Assets as given in the latest audited financial statements

L = Current Liabilities as given in the latest audited financial statements

W = Outstanding contractual commitments as supported by an affidavit as per Form given in Section 9

C = A project specific revolving line of credit given by a bank used by Form given in Section 9

Note: Available Working Capital of bidder should be positive.

Any Bidder who does not have the minimum liquid assets calculated on the above basis, required under Clause 4.4 shall be treated as non-responsive.

Any bid which has to be supported by a project specific revolving line of credit, to meet the requirement of the Clause 4.4 but does not provide it strictly according to Form given in Section 9 shall be treated as non-responsive.

The bidder shall submit an affidavit that he has declared all his other contractual commitments – specimen form attached in Section 9. But does not provide all current contract commitment shall be treated as non-responsive according to the clause 3.3 of ITB No Conditional Line of Credit will be accepted and any letter of line of credit which has deviated from the specimen format, shall be considered as non-responsive.

C. PREPARATION OF BID

Clause 9.1 Employer's address for the purpose of clarification is:

Provincial Director (Uva), Road Development Authority, No. 40, Dharmapala
Mawatha, Bandarawela
T P 057-2222170 & Fax: 057-2222170
Email: provincialdirectoruva@gmail.com

Clause 11.1 The language of the Bid shall be English.

Clause 13.3

The bid price shall include Physical Contingency and Provisional sums.

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.

Clause 13.4

The Contract is **not subjected** to price adjustment

Clause 15.1

The bid shall be valid up to **10.09.2024**

Clause 16.1

Bid shall include a Bid Security using the form included in Section 9.

Clause 16.2

Bid Security shall be:

- For an amount of Rs.**475,000.00**
- Valid until **08.10.2024**
- Issued by an agency acceptable to the Employer using the form for bid security (unconditional guarantee) included in Section 9 – Standard Forms.
- Any bond or security issued by ABC Insurance Company Limited is not acceptable.

Clause 17.0

Pre-bid meeting will be held at the office of the **Chief Engineer (Badulla), Road Development Authority, Bandarawela at 10.00 a.m. on 29.05.2024**. Site visit will be arranged immediately thereafter, if necessary.

D: SUBMISSION OF BID

Clause 19.2 (a)

The Employer's Address for the purpose of bid submission is -

**Chairman, Regional Procurement Committee (Uva Province)
Provincial Director's Office
Road Development Authority
No.40, Dharmapala Mawatha
Bandarawela**

Clause 19.2 (b)

The name of the Contract is 'CONSTRUCTION OF APPROACHES FOR BRIDGE NO 13/6 ON DEMODARA SPRINVALLEY BADULLA ROAD (B097)', UNDER Contract No: RDA/PD/UVA/W/GOSL (WB)/2024/01

Clause 20.1

The deadline for submission of bids shall be **14:00 hrs on 11.06.2024**.

E: BID OPENING AND EVALUATION

Add new Clause

Clause 29.6

To ensure that the bids are not unrealistic, following criteria shall be adopted;

- (a) If the bid value is 11% to 19% less than the engineer's estimate, the Performance bond should be increased by 5%.
- (b) If the bid value is 20% to 29% less than the engineer's estimate, the Performance bond should be increased by 10%.
- (c) If the bid value is 30% or higher percentage less than the engineer's estimate, the bid will be rejected.

Add new Clause

Clause 29.7 State Owned Enterprises Preferences

Considering the role of the State-Owned Enterprises (SOE), when such SOE submits a bid for a contract on competitive basis then such SOE will be given a 5 percent preference over all other contractors. This will be considered only when the Financial Evaluation and not in Technical Evaluation.

Add new Clause

Clause 29.8 Regional Preferences

According to the Public Finance circular no 04/2016 (ii) dated on 08.05.2019, 5% regional preferences shall be granted for the regional contractors for the Cost Estimate of the procurement is below Rs 50 Mn.

F: AWARD OF CONTRACT

Clause 31. Authority for Award of Contract

Add

The name of Authorized person who acting on behalf of Employer for the purpose of the Awarding the Contract shall be as per the RDA Circular no. RDA/ADGP/CIR/VOL-3 dated on 08th January 2024.

**Clause 33. Authority for Signing the Agreement
Add**

The name of Authorized person who acting on behalf of Employer for the purpose of signing the agreement shall be as per the RDA Circular no. RDA/ADGP/CIR/VOL-3 dated on 08th January 2024.

Clause 34.1

The Standard Form of Performance Security acceptable to the Employer shall be a Bank Guarantee from a reputed Bank operating in Sri Lanka and accepted by the Treasury for issue of Guarantees or CGF. The amount of Performance Security is 5% (Five percent) of the Initial Contract Price subjected to Public Finance Circular no. 03/2020 (i) (paragraph 3.1.V) dated 11.01.2021. The Format of the Performance security shall be strictly in accordance with the specific format given in Standard Forms Section 2. Any bond or security issued by Insurance Company Limited is not acceptable

Clause 36

The Adjudicator proposed by the Employer is a member to be appointed by the Institution of Engineers, Sri Lanka (IESL)

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

CONTRACT DATA

- 1.1 The Employer is the Road Development Authority established by the Act No 73 of 1981.
Address: Road Development Authority, “Maganeguma Mahamedura”, 216, Denzil Kobbekaduwa Mawatha, Battaramulla.
The name of Authorized person who acting on behalf of Employer for the purpose of the Contract shall be Provincial Director(Uva), Road Development Authority.
- 1.1 The Engineer for the Contract will be Chief Engineer(Badulla), Road Development Authority
The Engineer’s Representative will be notified later.
- 1.1 The Work consists of Embankment Construction, Sub base, Base, Surfacing and Retaining structures.
- The scope of the work is **Construction of approaches for bridge no 13/6 on Demodara Sprinvalley Badulla Road (B 097)**
- The Start Date shall be 14 calendar days from the receipt of the Letter of Acceptance.**
- 8.1 Schedule of other Contractors: Public Utility Agencies
- 9.1 Schedule of Key Personnel: (Directly involved in the project)
- Minimum persons with qualifications and experience to be defined,
- a. Technical Project Manager with B.Sc Civil Eng. & 10 years working experience in similar Nature.
- b. Contract Administration Technical Supervisors with 7 years’ experience, Quantity Surveyor with 3 years working experience
- 13.1 The minimum insurance covers shall be:
- The minimum cover for insurance of the Works, Temporary Works and of Plant and Materials is 110% of the Initial Contract price.
 - The minimum for insurance of other property is Rs. 1 Million per occurrence with the third party, number of occurrences unlimited.
- The minimum cover for personal injury or death,
- For the Contractor’s workmen is Rs. 400,000/= per event
 - Contractor’s employees other than workmen is Rs. 550,000/= per event
 - For third party and employees of the Employer and other persons engaged by the Employer is Rs. 550,000/= per event
- For all the above the number of occurrence shall unlimited.
The insurance cover shall be valid from the Start Date to the end of the Defects Liability Period.
- 14.1 Information from the Site investigation, if so applicable and available, is shown on the Drawings.
- 17.1 The Intended Completion Date for the whole of Works shall be **91 Days** from the Start Date.
- 21.1 The Site Possession Date shall be within **14 Calendar days** from the date of Letter of Acceptance.

- 27.1 The Contractor shall submit a Programme for the Works within **28 Calendar days** of the Letter of Acceptance.
Contractor shall work only during normal working days unless otherwise agreed with the Engineer or in unusual circumstances where the safety of the public or work is in jeopardy. Holidays declared by the RDA shall be treated as non-working days.
- 27.3 One Month.
- 27.4 2% of the Initial Contract Price in Rupees.
- 35.1 Add with the following,
The Defects Liability Period is **364 Days**.
- 39.2 Engineer may order variations up to a total cumulative value of not exceeding the contingencies provided in the BOQ when an emergency situation occurs and to ensure proper implementation of construction activities in a timely manner. Any variation order which involves the increases of contract price or variation order on charge of scope would need the prior approval of the Employer.
- 43.1 Replace the second sentence of Clause 43.1 “The Employer shall pay date of each certificate” with the following.
“The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.
- 47.1 Price Adjustment
The contract is **not subjected** to price adjustment.
- 48.1 The retention from each payment shall be 10% percent 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 **Rs 12,470.00** per Day.

The maximum amount of Liquidated Damages for the whole of the works shall be 10% (ten percent) of the Initial Contract Price.
- 51.1 Replace the Sub-clause 51.1 with the following: -

‘The Employer shall make advance payment to the Contractor in an amount equivalent to 20% of the Initial Contract Price less contingencies less Provisional Sums within 14 Days after furnishing of an unconditional guarantee in a form included in Section 2 (ITB) and by a bank acceptable to the Employer or from the Construction Guarantee Fund. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment. Advance Payment would be made in two equal instalments. The second Instalment would be paid only after establishing that the first instalment of the advance payment has been used exclusively for mobilization as per Cl. 51.2 and submission and approval of detailed construction programme with network analysis and resource scheduling.

Any bond or security issued by Insurance Company is not acceptable.
- 52.1 The Performance Security shall be 5% percent of the Initial Contract Price (subjected to Public Finance Circular no. 03/2020 (i) (paragraph 3.1.V)) and shall be issued by a Bank or CGF acceptable to the Employer.
Any bond or security issued by Insurance Company Limited is not acceptable.
- 58.1 As-Built Drawings shall be submitted to the Engineer within one month after the issuing of Certificate of Completion.

Add the annexure of additional requirements pertaining to the as built drawings to this sub clause

- 60.1 The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 25%
- 63 Clauses 63.2(b), 63.4, 63.5, 63.6 and 63.7 are not applicable.
- 63.3 Replace the text of Clause 63.3 with the following text: "The total sum paid to the Contractor shall include such amounts, for the work, supplies or services plus following percentage of actual cost shall be paid to the Contractor for Provisional Sum of the Bill of Quantities."
1. For the works executed by utility Authorities -10%
 2. For the works directly executed by the Contractor -20%
 3. For supplying & services -10%

120 AS BUILT DRAWINGS

120.1 Description

The work shall consist of preparation of As Built Drawings necessary for performance of the completion of the work covered by the Contract, the Contractor shall supply them by the dates stated in the Contract Data.

The Contractor shall retain, at his sole expense, a qualified engineer for appropriate on site construction inspections to ensure that all improvements as set forth required, pursuant to RDA standards and specification, and as-built shall be provided. The contractor shall certify, in writing, to the Engineer that the improvements were done in compliance with the approved plan or agreement pursuant to RDA Standards & Specifications and as-built shall be provided.

Field managed record drawings should be provided to the Engineer with indicating additions and deletions for approval before preparation of the final as-built Drawings.

The following requirements shall be applied to each as-built drawing developed for the project and a hard copy together with an electronic AutoCAD drawing file format on CD shall submit for the Engineer.

120.2 Construction Requirement

The following items shall be required for all “As-Built Drawings.

- (a) All as-built for projects are required to be on 24” x 36” or similar size of construction drawings and shall bear the name and address, of the person who preparing the drawings and the date the as-built data is added to the original via the revision block. Electronic Auto CAD drawing files, based on the GPS coordinate, are also required (if the construction drawings are prepared based on GPS coordinates). Surveyor’s/Engineer’s statement (with embossed or wet seal and with an original signature on each sheet) shall verify that as-built drawings reflect the true conditions in the field.
- (b) Contractor’s statement (with an original signature on each sheet) shall verify that all construction specifications and product qualities have been met or exceeded.
- (c) “AS BUILT DRAWINGS” of “RECORD DRAWING” shall be clearly labelled on each sheet.
- (d) If the details of under-ground service lines (Water, Sewerage, ducts &etc) are available needs to be included to the as-built drawings on the approval of Engineer
- (e) The location and elevation of the benchmark referenced will be shown on the drawing. If the reference benchmark is within the project, then a complete description of its location will be provided to assist in future locating.
- (f) Survey data, relative to the GPS coordinate grid, on right-of-way monuments installed or encountered within the project
- (g) Note any changes to the alignment either vertically or horizontally of curb & gutter sidewalk, pavers or any other surface improvement.

120.3 Measurement & Payments

No payment shall be made for the preparation of As built drawings. If the Contractor does not supply the As Built Drawings by the dates stated in the contract data, or they do not receive the Engineer’s approval, the Engineer shall withhold the release of Final payment of the Contract.

Section - 6

Specifications

Standard Specification
Particular Specification

Standard Specifications

The Standard Specifications comprise ‘Standard Specifications for Construction and Maintenance of Roads and Bridges’ issued under the authority of the Director General of the Road Development Authority and published by the Institute of Construction Training and Development.

The ICTAD Publication No. of this publication is SCA/5. Second Edition Published in June 2009

Bidders who are not in possession of this publication can purchase it from the ICTAD.

Particular Specifications

These Particular Specifications should be read in conjunction with the Standard Specifications for Construction and Maintenance of Roads and Bridges, ICTAD Publication No SCA/5, which are applicable in all cases not covered herein.

The Particular Specifications for some sections of the works are comprehensive and cover the full extent of the works in these sections. In other sections they apply in conjunction with the Standard Specifications. Finally in some sections not covered in the Particular Specifications, the Standard Specifications shall apply in full.

Where there is an ambiguity or discrepancy between the Particular Specifications and the Standard Specifications, the Particular Specifications shall prevail.

PRELIMINARIES & GENERAL

1.1 MOBILIZATION AND DEMOBILIZATION

The Contractor shall submit to the Engineer within 07 days from the date of Letter of Acceptance his mobilization and demobilization plan for equipment, plant and machinery required for the Project. Plan shall include the location of plant, machinery and equipment and mode of transport. Engineer shall approve the mobilization and demobilization plan and payment shall be based on schedule of mobilization.

Payment

Payment shall be made according to the schedule submitted by bidder and within the lump sum amount agreed in the Bill of Quantities.

Pay Item	Description	Pay Unit
P (001)	Allow for mobilization & demobilization	L.S

Section-7

Bill of Quantities

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with all other bidding documents.
2. General directions and descriptions of work or materials given elsewhere in the bidding Documents are not necessarily repeated in the Bills of Quantities. For the full meaning of each Item, reference should be made to the applicable passages in the bidding Documents.
3. The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished works in the final position as required by the bidding Documents, including, inter alia, all costs and expenses which may be required in and for the construction and maintenance of the works, together with all risks, liabilities, contingencies, insurance, sampling, testing, providing all necessary assistance to the Engineer and in general all obligations imposed or implied by the contract.
4. Without affecting the generality of the foregoing provisions the prices and rates entered by the contractor in the Bills of Quantities shall also include, inter alia, all costs and expenses involved with or arising from the following:
 - i The provision, storage, transport, handling, use, distribution and maintenance of all materials, plant, equipment, machinery and tools, including all costs, charges, dues demurrage or other outlays involved in carriage and importation.
 - ii The provision and maintenance of all staff and labour and their payment, accommodation, transport, fares and other requirements.
 - iii Setting out, including the location, construction and preservation of survey markers, measurement and supervision.
 - iv The provision, storage, transport, use, handling, distribution and maintenance of all consumable stores fuel, water and electricity including the requirements of the Engineer's Representative and his staff.
 - v The location, test proving, opening, operation, reinstatement of all quarries and borrow pits, as well as compensation and mining royalties costs associated with quarries and borrow pits or any other land the contractor may require additional to that provided free for the execution of the permanent works.
 - vi Sampling, the transport of samples, testing, the carrying out of trial sections of earthworks or payment and the checking of all information given by the Engineer.
 - vii Injury caused to the Works under Construction, Plant, Materials and consumable stores by weather.
 - viii Repairs to the Works either prior to or during the Period of maintenance.
 - ix Maintenance work as detailed in the Specifications and the Conditions of Contract and the maintenance of public amenities.
 - x Co-ordination with other Contractors or Authorities carrying out work either in connection with or adjacent to the Works.
 - xi The supply of manufacturers test certificates.
 - xii The protection of mains and services, and cost of repairs in case of damage caused by the Contractor.

- xiii Pumping and dewatering; the protection of excavation faces.
- xiv The provision and maintenance of temporary diversions in order that through traffic flow shall remain unobstructed through the contract period and in general the provision of all temporary works required in connection with the works.
- xv Insurance, custom duties, taxes(excluding VAT) levies, first aid, welfare and safety requirements and all other overheads and costs and profit.

5. A price or rate shall be entered against each Item in the Bills of Quantities whether quantities are stated or not. Item against which no price or rate is entered shall be deemed to be covered by the other prices or rates entered by the Contractor in the Bill of Quantities. The unit price or rate entered against any Item shall take Precedence over any miscalculation in the total sum against that Item. Where separate items have not been provided in the Bill of Quantities for work shall be deemed to have been included in the other prices and rates.

6. The Quantities given in the Bill of Quantities are estimated only and are given to provide a basis for the tender. No guarantee is given for their accuracy and payments to Contractor will be based on the prices and rates quoted in the bills applied to measured quantities for work done.

The quantity for each Item of work executed by the Contractor in accordance with the Contract shall be measured net and no allowance will be made for waste, bulking, shrinkage decrease of volume due to compaction or the provision of working space.

7. The items in the Bills of Quantities are the general application to the whole of the works at any location on site or any part of the works as indicated in the bid documents or instructed by the Engineer's representative.

8. Tenders, which group several items together in the Bill of Quantities under one price, will not be accepted.

9. The Units of measurement described in the Bill of Quantities are Metric Units. Abbreviations in the Bill of Quantities are as follows: -

hrs	-	Hours
km	-	Kilometre
m	-	Linear Metre
m ² or sqm	-	Square Metre
m ³ or cum	-	Cubic Metre
nos.	-	Numbers
L.S	-	Lump Sum
P.S	-	Provisional Sum
moth.	-	Month
ltr.	-	Litre
kg.	-	Kilogramme
mt	-	Metric Tonne
mm.	-	Millimetre
wk.	-	Week

DAY WORKS

1. The rates entered in the Schedule for Bill of Quantities shall form day works items for pricing extra work ordered to be done in accordance with the Contract.
2. The rates shall include all overheads and profit and all other costs of whatever nature necessary for and incidental to the performance of extra work whenever ordered and these rates required anywhere on the Site for the operation of plant the provision of labour or the provision of materials and shall be deemed to include inter alia:

Plant Operation, maintenance, repairs, fuel, oils grease, hydraulic fluids, taxes, duties operator's wages and overtime, travelling time, transport supervision, administration costs related to the use of such plant.

Labour Wages, overtime, bonuses, travelling time, hand tools, accommodation, fringe benefits, transport and supervision.

Materials Provision, transport, handling, wastage and storage

In the case of Plant and labour, only time spent working shall be paid for.

For Day works required outside the Site (which for these purposes shall mean all areas shown on the plans for permanent works and all areas of temporary works such as Contractor's and Engineer's camps, quarry, borrow pits and their access roads, diversion roads etc.), the following should be chargeable :

Plant: Self travelling: Actual travel time of and to place of stationing on the day of the work.

Transport: Travelling time of the places of transport (lorry, low loader etc.)

Labour: Travel time for the means of transport used.

Materials: Travelling time for the means of transport used.

The rates shall apply only to such work, as the Engineer shall instruct in writing to be carried out as day works. All items should be priced.

Summary of Bill of Quantity

CONSTRUCTION OF APPROACHES FOR BRIDGE NO 13/6 ON DEMODARA SPRINVALLEY BADULLA ROAD (B 097)

CONTRACT NO. RDA/PD/UVA/W/GOSL (WB)/2024/01

Bill No	Description	Amounts / Rs						
1	Preliminary & General							
2	Site Clearing							
3	Earth Works							
4	Sub-Base, Base & Surfacing							
5	Construction of Retaining wall							
6	Day Works							
A	Sub Total-01							
PS	Provisional sums	130,000.00						
B	Sub Total -02 (A-PS) Provisional sum deducts form Sub Total -01							
C	Discount if any <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 30%;"></td> <td style="width: 40%;">Amount in words</td> <td style="width: 30%;"></td> </tr> <tr> <td></td> <td>.....</td> <td>Amount in figures</td> </tr> </table>		Amount in words			Amount in figures	
	Amount in words							
	Amount in figures						
D	Sub Total 03 (B-C)							
PS	Provisional sums	130,000.00						
E	Sub Total 04 (D+PS)							
F	Allow for physical contingencies 5% (E*5%)							
H	Bid Price (E+F+G) [Form of Bid price]							
I	VAT (18%*H)							
J	Bid Price with VAT (H+I)							

Amount in words (Without Taxes): _____

Name of Authorized Officer: _____

Signature: _____

<u>Bill No.1 Preliminaries & General</u>						
Item No.	Pay Item No.	Description	Qty	Unit	Rate (Rs)	Amount (Rs)
<u>Mobilization and De-Mobilization of Contractor</u>						
1.1	P001	Allow for Mobilization & Demobilization	Item	L.S.	Allow	
<u>Contract Insurance and Securities</u>						
1.2	119 (1)	Allow for the cost of providing Insurances.	Item	L.S.	Allow	
	119(2)	Allow for the cost of providing Securities and Bonds.	Item	L.S.	Allow	
<u>Services</u>						
1.3	112(1)	Temporary supporting and protecting public utility services during execution of works	Item	P.S	Allow	30,000.00
1.4	100/14	Allow for Shifting of Services & Utilities.	Item	P.S	Allow	100.000.00
		<u>Traffic Safety & Control</u>				
1.5	103(1)	Allow for safety measures and traffic control	3.00	Month		
Bill No. 1 Carried to summary						
<u>Bill No.2 Site Clearing & Demolishing</u>						
Item No.	Pay Item No.	Description	Qty	Unit	Rate (Rs)	Amount (Rs)
2.1	201(1)	Clearing and Grubbing	500.00	Sq.m.		
2.2	202(1)	Dismantling and removal of random rubble masonry structures.	2.00	Cu.m		
2.3	202(2)	Dismantling and removal of concrete structures Including kerbs, paving slabs etc.	2.00	Cu.m		
2.4	201(4)	Cutting and removing trees 1200-2000mm girth including disposal as directed	3.00	Nos		
2.5	201(5)	Cutting and removing trees over 2000mm girth including disposal as directed.	2.00	Nos		
Bill No. 2 Carried to summary						

Bill No.3 Earth Work						
Item No.	Pay Item No.	Description	Qty	Unit	Rate (Rs)	Amount (Rs)
3.1	301 (11)	Road Way Excavation in unclassified soil.	225.00	Cu.m.		
3.2	302 (4)	Rock blasting using chemicals	2.00	Cu.m.		
3.3	304 (3)	Trimming, levelling and compaction of original ground to 100% standard density.	750.00	Sq.m.		
3.4	304 (2a)	Embankment construction & filling using Type 1 material	294.00	Cu.m.		
3.5	304 (2b)	Embankment construction & filling Type 11 material	1130.00	Cu.m.		
3.6	409(1)	Shoulder Construction using shoulder material and compacted in position.	17.00	Cu.m.		
Bill No. 3 Carried to summary						
<u>Bill No.4 Soil Sub Base, Base & Surfacing.</u>						
Item No.	Pay Item No.	Description	Qty	Unit	Rate (Rs)	Amount (Rs)
<u>Dense Graded Aggregate Base</u>						
4.1	405 (1)	Dense Grade Aggregate Base using 37.5 mm aggregate (150mm in thickness)	179.00	Cu.m.		
<u>Prime Coat</u>						
4.2	501 (5)	Prime coat with emulsion CSS-1 using 1 ltr/sq.m including blinding with sand at the rate of 250m ² /1m ³ of sand	1,071.00	Sq.m.		
<u>Tack Coat</u>						
4.3	502 (2)	Applying tack coat to the surface using emulsion CSS1 at a rate of 0.5 ltr/Sq.m.	1,071.00	Sq.m.		
<u>Asphalt Concrete Surfacing</u>						
4.4	506(1)	Asphalt Concrete Surfacing Wearing course (Type 1, 50mm in thickness)	1,071.00	Sq.m.		
Bill No. 4 Carried to summary						

Bill No.5 Construction of Retaining Wall.						
Item No.	Pay Item No.	Description	Qty	Unit	Rate (Rs)	Amount (Rs)
<u>Concrete for structure</u>						
5.1	1001 (3)	Concrete Class C grade 15 (40 mm) as Screed in Retaining wall.	8.00	Cu.m.		
5.2	1001(1b)	Concrete Class C grade 15 (40 mm) as Mass Concrete in Retaining wall.	195.00	Cu.m.		
5.3	1001(1b)	Class A concrete of grade 25 (19mm) in Retaining wall base.	41.00	Cu.m.		
<u>Form work</u>						
5.4	1008(2)	Rough finish form work for retaining wall	72.00	Sq.m.		
5.5	1008(1)	Smooth finish form work for retaining wall	376.00	Sq.m.		
<u>Reinforcement</u>						
5.6	1002(1a)	Fabricating & laying Tor steel reinforcement for retaining wall.	1.250	MT		
<u>Weep Holes</u>						
5.7	706(1)	Forming weep holes using type 400, PVC pipes of int. dia. not less than 110 mm.	57.00	L.m		
<u>Drainage & Backfilling</u>						
5.8	705(1)	Backfill using Aggregate 50-200mm for dry stone lining behind retaining wall.	105.00	Cu.m.		
5.9	705(2)	Filter medium using 37.5 mm aggregate behind retaining wall.	11.00	Cu.m.		
5.10	705 (3)	Clay puddled laid behind retaining wall.	36.00	Sq.m.		
Bill No. 5 Carried to summary						
Bill No. 6: Day Works						
(All Quantities are Provisional)						
		Labour				
7.1		Skilled labour	10.00	day		
7.2		Semi-skilled labour	10.00	day		
		Equipment				
7.3		Backhoe loader	10.00	hrs		
7.4		Truck with Tipper	50.00	hrs		
Bill No. 6 Carried to summary						

Section - 9

Standard Bid Forms

- * Bid Security
- * Affidavit for the Current Commitments
- * Bank Letter Granting the Revolving Line of Credit

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: Provincial Director (Uva), Road Development Authority, No.40 Dharmapala Mawatha, Bandarawela

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]* (herein after called “the Bid”) for the execution of**ROAD** under Contract No:

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 Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- i. has withdrawn its Bid during the period of bid validity specified; or
- ii. does not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter “the ITB”) of the IFB or
- iii. 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 successful bidder, upon the earlier of the successful bidder furnishing the performance security, otherwise it will remain in force up to*(insert date)*

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

Signature and the Seal of the Guarantor:

Designation

Name of the Organization

Date:

Witness:

Name NIC No Signature

Name NIC No Signature

Note: Any bid security which has deviated from this bid Security format shall be considered as non-responsive

FORM FOR AFFIDAVIT FOR THE CURRENT COMMITMENTS

Chairman,
Regional Procurement Committee (Uva Province).

In accordance with the Clause 4.4 of the Instructions to Bidders, I (We) declare that the outstanding Contract Commitments of (*Name of the Bidder (s)*) are as follows. I (We) further declare that all the outstanding contract commitments are listed below.

Specialty	Name of the Contract	Name of the Client	Initial Contract Amount (Rs.)	Outstanding Work (Rs.)
Highways*				
Bridges*				
Buildings*				
Irrigation*				
#				
Total				

.....
Signature of the Bidder

The foregoing Affidavit having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at [Place], on this 2024 [date]

.....
Justice of The Peace

* Add additional rows to include all the current projects if needed

Add additional speciality to include all the current projects

Note –The bidders who do not provide all contract commitment shall be treated as non responsive according to the clause 3.3 of ITB

FORM FROM THE BANK FOR GRANTING THE REVOLVING LINE OF CREDIT

[In Letterhead of the bank]

FROM :

TO : Provincial Director (Uva)
Road Development Authority
Bandarawela

SUB:Letter from the bank for providing a line of credit in favour of¹ in case of award to them of works for the Contract of**ROAD UNDER** Contract No:

Dear Sir,

We² bankers of³ hereby agree to grant revolving line of credit for an amount of Sri Lanka Rupees for the purpose of the execution of the Civil Work Contracts under the Contract of **ROAD** under Contract No: This revolving line of credit will be maintained until the works are taken over by the RDA.

Signature and the Seal of the Bank:

Name.....
Designation
Name of the Organization
Date:

Witness:

Name NIC No Signature
Name NIC No Signature

¹ Name of Beneficiary / Bidder
² Name of Bank
³ Name of Beneficiary / Bidder

Note - Does not provide it strictly according to given Form shall be treated as non responsive Revolving Line of Credit

Section – 8 (Typical Drawings)

Check List for Bidders

	ITB clause	Yes	Reference
Form of Bid			
Completed?	18		
Signed?	18		
No of addendum issued <u>(taken to form of Bid)</u>			
Bid security			
Addressed to the Employer?	16		
Format as required?	16		
Issuing agency as specified?	16		
Amount as required?	16		
Validity 28 days beyond the validity of bid?	16		
Qualification information			
Copy of ICTAD Registration? (Registration No, Grade, Specialty, Expiry Date)	4		
Copy of VAT registration or a letter form Inland Revenue that the Bidder is not VAT registered?	4		
Authentication of for signature (Power of Attorney)?	4		
Certified Copy of Audited Financial Statements for the last five years? (Construction turn over for last five years; Current assets and current liabilities for last year)	4		
A letter from a <u>Bank</u> on the provision of credit facilities?	4		
The Affidavit For The Current Contractual Commitments?	4		
Construction Programme and Cash Flow Chart?	4		
Similar work completed in last 10 years	4		
Major items of construction equipment proposed	4		
Qualification and Experience of key staff	4		
Addendum			
Content of 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		