DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA MINISTRY OF TRANSPORT & HIGHWAYS

ROAD DEVELOPMENT AUTHORITY



BIDDING DOCUMENT FOR

IMPROVEMENT OF KIRI-IBBAN ARA JANAPDAYA PRADANA MARGAYA (0+000-4+000km)

CONTRACT NO: MP/RDA/23/24/GR/44

•••••	[Name of the Bidder]

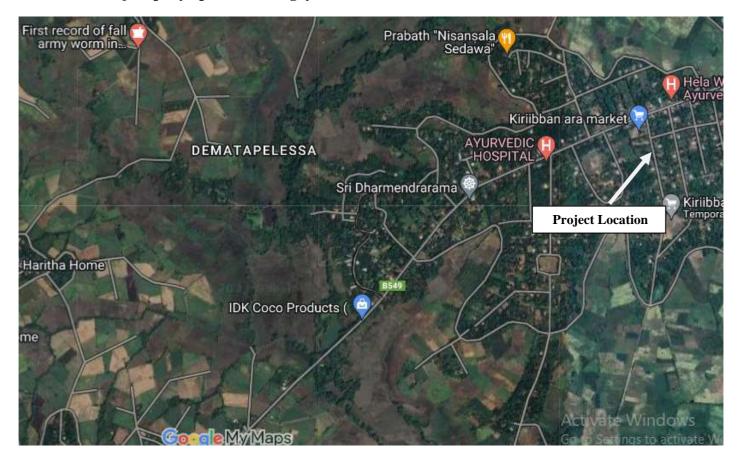
BID SUBMITTED BY

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Project Location Map

Kiri-ibban ara janapdaya pradana margaya (0+000-4+000km)



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

FORM OF LETTER OF ACCEPTANCE

[Date
[Contractor's Name & Address]
This is to notify you that your bid dated
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 Province) Road Development Authority

FORM OF PERFORMANCE SECURITY

(Unconditional)

[Issuing Agency's Name, and Address of Issuing Branch of	
Beneficiary: Provincial Director (Uva), Road Develop Bandarawela.	oment Authority, No.40, Dharmapala Mawatha,
Date:	
PERFORMANCE GUARANTEE No.:	
We have been informed that	tract No dated
Furthermore, we understand that, according to the Conditi	ons of the Contract, a performance guarantee is required.
first demand in writing accompanied by a written statem under the Contract, without your needing to prove or to sl	[name of Agency] herebors or sums not exceeding in total an amount of mount in figures] (
Name, Signature and the Seal of the Agency: Name of the Organization Designation Date:	
Witness:	Witness:
Name	Name
NIC No	NIC No
Signature	Signature

FORM OF AGREEMENT

This Agreement made on the	ty Act No.73 of 1981, situated at "Maganeguma amulla, (hereinafter called and referred to as "the				
Whereas the Employer desires that the Contractor executes project), under Contract No:	(hereinafter called and referred to as				
 NOW THIS AGREEMENT WITNESSETH as follows: In this Agreement words and expressions shall have the sthe Conditions of Contract hereinafter referred to, and the as part of this Agreement. In consideration of the payments to be made by the Emp Contractor hereby covenants with the Employer to exect therein in conformity in all respects with the provisions of the Employer hereby covenants to pay the Contractor in Works and remedying of defects therein, the Contract Provisions of the Contract at the times and in the man In Witness whereof the parties hereto have caused this aforementioned in accordance with laws of Sri Lanka. 	ey shall be deemed to form and be read and construed ployer to the Contractor as hereinafter mentioned, the ute and complete the Works and remedy any defects of the Contract. consideration of the execution and completion of the rice or such other sum as may become payable under the prescribed by the Contract.				
arorementioned 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.				
ldress					

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 Standard Bid Forms

GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TRANSPORT & HIGHWAYS

ROAD DEVELOPMENT AUTHORITY

INVITATION FOR BIDS

(IFB No: Rural Roads/PD (UP)/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:

Badulla District

S.No	Contract No.	Contract Name	Engineer's Estimate W/O Contingencies (Rs.Mn)	CIDA Grade	Bid Security (Rs.)	Contract Duration (Days)	Surfacing
01.	PB/22/24/CC/01	Improvement of Valiketiya Watta to Kottagas Junction (0+000 - 0+410 km)	9.36	C7 and C6	187,000.00	91	Concrete

Monaragala District

S.No	Contract No.	Contract Name	Engineer's Estimate W/O Contingencies (Rs.Mn)	CIDA Grade	Bid Security (Rs.)	Contract Duration (Days)	Surfacing
01.	MP/RDA/23/24/GR/44	Improvement of Kiri-ibban ara janapdaya pradana margaya (0+000-4+000km)	11.23	C6 and C5	225,000.00	91	Gravel

- 2. "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)".
- 3. 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**.
- 4. Interested bidders may obtain further information from the following offices and inspect each bidding document via www.rda.gov.lk from 05.07.2024 to 30.07.2024.
 - a. Provincial Director (Uva), Road Development Authority, No. 40, Dharmapala Mawatha, Bandarawela. Tel Phone: 057-2222170 & Fax: 057-2222170
 - b. For Monaragala district Contracts Chief Engineer (Monaragala), Road Development Authority, Monaragala.

Tel Phone: 055-2276597 & Fax 055-2276597

c. For Badulla district Contracts - Chief Engineer (Bandarawela), Road Development Authority, Bandarawela.

Tel Phone: 057-2222171 & Fax 057-2222171

- 5. Venues for Pre-Bid meetings
 - a) Pre-Bid meeting will be held at 10:00 hrs on 15.07.2024 at the office of the Chief Engineer (Monaragala), Road Development Authority, Monaragala for Monaragala district contracts and a site visit will be arranged immediately thereafter if necessary.

- b) Pre-Bid meeting will be held at 10:00 hrs on 15.07.2024 at the office of the Chief Engineer (Badulla), Road Development Authority, Bandarawela for Badulla district contracts and a site visit will be arranged immediately thereafter if necessary.
- 6. A complete set of **each 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 **08/07/2024** until **29/07/2024** 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 **each bidding document** can be paid by depositing cash to the following account

a. Account name : Provincial Director (Uva), Road Development Authority.

b. Account number : 2068132c. 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.

- 7. **Each Bid** shall be accompanied by a Bid- Security for an amount given in the table. Bid Securities shall be valid up to **11.11.2024**.
- 8. Bids shall be valid up to **14.10.2024**.
- 9. Bids 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 30.07.2024 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

IMPROVEMENT OF KIRI-IBBAN ARA JANAPDAYA PRADANA MARGAYA (0+000-4+000km) UNDER CONTRACT NO: MB/RDA/23/24/GR/44

To: Road Development Authority

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	ng examined the Standard Bidding Document-Procurement of Works (ICTAD/SBD/01-Second
Editio	on January 2007 with Addendum of SBD/01 issued in October 2009 by ICTAD) along with the
Biddi	ing Data, Contract Data, Specifications, Drawings and Bill of Quantities and addenda Nos for
the e	xecution of the above-named Works, we the undersigned, offer to execute and complete such
Work	as and remedy any defect therein in conformity with the aforesaid Conditions of Contract,
Speci	ifications, Drawings, Bill of Quantities and addenda Nos for the sum of Sri Lankan
•	es*
	(SLRs. *) (The bid price shall
inclu	de physical & Price Contingencies and provisional sums but excluding VAT) or such other sums
as ma	ay be ascertained in accordance with the said Conditions.
4. We agree which we expiration5. Unless a acceptance6. We under	the whole of the Works comprised in the Contract within the time stated in the Contract Data. It to abide by this Bid with in the date specified in ITB clause 15.1 or any extended period to be may agree and it shall remain binding upon us and may be accepted at any time before the nof that period. In duntil a formal Agreement is prepared and executed, this Bid together with your written the thereof shall constitute a binding contract between us. In that you are not bound to accept the lowest or any Bid you may receive. In day 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*					
I		Total	<u> </u>		

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

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

[#] Provide additional speciality, to include all the current projects

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

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	Value Year
(Attach LOA, Completion Certificate, documents to	Employer
confirming similarity of work)	Completed Date
	Description of work
	(Attach as annex-08)
Major Items of Construction Equipment Proposed	1. TypeCapacity
(Attach as annex-09)	2. TypeCapacity
	3. TypeCapacity
	4. TypeCapacity
	5. TypeCapacity
Qualification and Experience of Key staff to be	Technical
attached to the project	1.
Attach details of key personal CVs. Separately,	2.
proposed to be at site for supervision.	3.
	Managerial
(Attach as annex-10)	1
	2
	3

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

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 Instituti	ion			
Address				
Telephone				
Facsimile				
Email address				
inquiries or inve	estigations to v to seek clarific	verify tl	he statements, documents, an	nereby authorized to conduct and information submitted in thincy or our clients regarding an

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 **Improvement of Kiri-ibban ara janapdaya pradana** margaya (0+000-4+000km).

The work consists of **Gravel Surfacing**.

The Site is located in Monaragala district.

Clause 1.2

Time for completion is 91 Days from the Start Date

Clause 1.3

- a) The Bidding Documents shall be inspect from the RDA web site [www.rda.gov.lk] from 05/07/2024 to 30/07/2024
- 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 **08/07/2024 to 29/07/2024**.

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.17.70 million**

Annual Average Construction Turnover (AACT) is calculated as follows,

AACT =
$$\sum$$
ACTn where, n= 1st5th year (last five years)

ACTn - 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. 8.25 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 subcontracting 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 Rs11.80 million

Minimum Liquid Assets Available is calculated as follows:

$$X = (A - L) - 0.1 W + C$$
 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, Price Contingencies 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 14.10.2024

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.225,000.00
- Valid until 11.11.2024
- 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 (Monaragala), Road Development Authority, Monaragala at 10.00 a.m. on 15.07.2024.** 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 'IMPROVEMENT OF KIRI-IBBAN ARA JANAPDAYA PRADANA MARGAYA (0+000-4+000km)', UNDER CONTRACT No: MP/RDA/23/24/GR/44

Clause 20.1

The deadline for submission of bids shall be 14:00 hrs on 30.07.2024.

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 as per the RDA Circular no. RDA/ADGP/CIR/VOL-3 dated on 08th January 2024.

- 1.1 Name of the Employer's Representative will be Provincial Director-Uva, RDA
- 1.2 The Engineer for the Contract will be appointed by Provincial Director-Uva, RDA The Engineer's Representative will be notified later.
- 1.1 The Work consists of Base, Shoulder, Surfacing and Incidental Constructions.

The scope of the work is Improvement of Kiri-ibban ara janapdaya pradana margaya (0+000-4+000km).

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.
- Engineer may order variations up to a total cumulative value of not exceeding the contingencies 39.2 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 5,895.00** 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: No advance payment shall be made for this contract
- 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.

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 consists 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 asbuilt 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) 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.
- (e) Survey data, relative to the GPS coordinate grid, on right-of-way monuments installed or encountered within the project
- (f) 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 sumamount agreed in the Bill of Quantities.

Pay Item	Description	Payunit	
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.
 - 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.
 - 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: -

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

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

IMPROVEMENT OF KIRI-IBBAN ARA JANAPDAYA PRADANA MARGAYA (0+000-4+000km) CONTRACT NO. MP/RDA/23/24/GR/44

Bill No	Description	Amounts / Rs			
1	Preliminary	Preliminary & General			
2	Earth Work	s			
3	Sub-Base				
4	Day Works				
A	Sub Total-01				
PS	Provisional s	sums		0.00	
В	Sub Total -0 Provisional s	2 (A-PS) sum deducts form Sub Total -01			
С	Discount if any	Amount in words	Amount in figures		
D	Sub Total 03	(B-C)			
PS	Provisional s	sums		0.00	
Е	Sub Total 04	(D + <i>PS</i>)			
F	Allow for phy				
Н	Bid Price (E+F+G) [Form of Bid price]				
I	VAT (18%*H)				
J	Bid Price with VAT (H+I)				

Amount in words (Without Ta	xes):	 	
Name of Authorized Officer:		 	
Signature:		 	

Bill N	o. 01: Prelir	ninaries and General				
Item No.	Pay Item	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1.1	P(001)	Allow for mobilization and demobilization.	Allow	Item	LS	
1.2	103(1)	Allow for barricading, lighting, watching, traffic controlling and providing temporary sign boards, etc. to comply with the requirements of motor traffic act.	Month	3.00		
1.3	119(1)	Provide all necessary insurances.	Allow	Item	LS	
1.4	119(2)	Provide all necessary bonds, securities.	Allow	Item	LS	
	Total carr	ied to Summary				
Bill N	o. 02: Earth	n Works				
Item No.	Pay Item	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
2.1	304(3)	Trimming, Levelling and compaction of existing ground.	sq.m	16,000.00		
	Total carr	ied to Summary				
Bill N	o. 03: Sub-k	pase				
Item No.	Pay Item	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
3.1	405(1)	Supplying, spreading and compacting approved type 1 soil for sub base using machinery.	cu.m	2,400.00		
	Total carr	ied to Summary				
	o. 4: Day Wo					
(All Q	<u>Quantities</u> are	e Provisional)	<u> </u>			
		Labour				
4.1		Skilled labour	day	5.00		
4.2		Semi-skilled labour	day	5.00		
4.3		Un-skilled labour	day	5.00		
	Total carried to Summary					

Section - 9

Standard Bid Forms

- * Bid Security
- * Affidavit for the Current Commitments

FORM OF BID SECURITY

[This Guarantee form shall be filled in accordance with the instructions indicated in brackets]
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
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.
At the request of the Bidder, we
 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
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 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

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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*				
#				
	Te	otal		
having understoo	od the contents of sam	ne, signed before m		
uns	2024 [date]			

Justice of The Peace

Check List for Bidders

	ITB clause	Yes	Reference
Form of Bid			
Completed?	18		
Signed?	18		
No of addendum issued (taken to form of Bid)			
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		