



The Democratic Socialist Republic of Sri Lanka

MINISTRY OF ENVIRONMENT AND WILDLIFE RESOURCES

**World Bank Funded Ecosystem Conservation and Management Project
(ESCAMP)**

DEPARTMENT OF FOREST CONSERVATION

VOLUME – 1- BIDDING DOCUMENT

Construction of RDCF Office at “Vavuniya” Vavuniya

LK-ESCAMP-FD-147304-CW-RFQ

Credit No. 5792 – LK

Employer Conservator General of Forests,
Forest Department,
“Sampathpaya”,
No. 82, Rajamalwatta Road,
Battaramulla.
Telephone: 0112866631 / 0112866632 / 011 2875540

Contractor

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REQUEST FOR QUOTATIONS (RFQ)

MINISTRY OF ENVIRONMENT AND WILDLIFE RESOURCES

ECOSYSTEM CONSERVATION AND MANAGEMENT PROJECT (ESCAMP)

CONSTRUCTION OF RFO OFFICES, RDCF QUARTERS AND OFFICE

1. The Democratic Socialist Republic of Sri Lanka has received a credit from the World Bank towards the cost of Ecosystem Conservation and Management Project (ESCAMP), and intends to apply part of the proceeds of this credit to payments under the Contract for Construction of 02 Nos. **RFO Offices** at Hunnasgiriya and Neluwa and **RDCF Office and Quarters** at Vavuniya of the Department of Forest Conservation as per the annexure.
2. The Chairman, Department Procurement Committee (DPC) on behalf of the Ecosystem Conservation and Management Project (ESCAMP) of the Ministry of Environment and wildlife Resources now invites the offers from eligible and qualified bidders for construction of above mentioned buildings of the Department of Forest Conservation as per the annexure. The scope of work consists of civil works in buildings of the above mentioned buildings including Mechanical and Electrical works as described in Drawings, Specifications, Environmental Management Plans and the Bill of Quantities.

The construction period is 180 days. Approximate Cost Estimates are as follows; (Excluding Contingences and VAT)

- **RFO Offices Hunnasgiriya - LKR 13 Million**
 - **RFO Office Neluwa - LKR 15 Million**
 - **RDCF Quarters Vavuniya - LKR 09 Million**
 - **RDCF Office Vavuniya - LKR 23 Million**
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following qualification criteria;
 - The bidder should have registered with the CIDA (formerly known as ICTAD) as **Grade C-6 or above** in the Specialty of Buildings Construction.

4. Average annual volume of construction work performed during the last five years shall be at least ;
 - RFO Office Hunnasgiriya - Rs. 25 Million
 - RFO Office Neluwa - Rs. 30 Million
 - RDCF Quarters Vavuniya - Rs. 18 Million
 - RDCF Office Vavuniya - Rs. 45 Million
 - The minimum amount of liquid assets and/or project specific credit facilities exclusive of any advance payments which may be made under this contract shall not be less than;
 - RFO Office Hunnasgiriya - Rs. 06 Million
 - RFO Office Neluwa - Rs. 08 Million
 - RDCF Quarters Vavuniya - Rs. 05 Million
 - RDCF Office Vavuniya - Rs. 12 Million
5. Interested bidders may obtain further information from the Assistant Director Finance, Finance Division, at Conservator General of Forests, Forest Department, “Sampathpaya”, No. 82, Rajamalwatta Road, Battaramulla. During working hours from 9.00 a.m. to 3.00 p.m. until 02nd July 2020. Bidding documents can be inspected free of charge at above address during normal working hours. Further a Sample Bidding Document could be find in the www.escamp.lk only for reference purposes. (Contact telephone numbers are: 011 2866631-2 / 011 2875540 Ext; 234).
6. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application with a copy of valid CIDA registration to the Assistant Director Finance, Finance Division, at Conservator General of Forests, Forest Department, “Sampathpaya”, No. 82, Rajamalwatta Road, Battaramulla. from 11th June 2020 to 02nd July 2020 from **9.00** am. to **3.00** pm. upon payment of non-refundable fee as per the annexure (Per each set of Bidding Document) The method of payment will be in cash to the Assistant Director Finance, Finance Division, at Conservator General of Forests, Forest Department.
7. The bidder must have a **valid CIDA registration** (formerly known as ICTAD) as Grade C-6 or above in the Specialty of Buildings Construction **at the time of submission of bids** and **must produce a proof of such registration with bid submission**. Unable to submit accepted CIDA registration shall be treated as non-responsive. At the time of the awarding bidder must possess the updated and valid CIDA registration.
8. Completed bids in duplicate inserted in separate envelopes marked as “Original” and “Copy” and sealed ,and a soft copy of the BOQ (CD included) should be enclosed in one envelope with the contract number and the Title of Construction with location and District written on the top of envelope which should be sent to the address given below by registered post on or before 02nd July 2020 at 10.00 a.m. The Bids shall also be deposited in the Tender Box kept at the Assistant Director Finance, Finance Division, at Conservator General of Forests, Forest Department, “Sampathpaya”, No. 82, Rajamalwatta Road, Battaramulla.
Late bids will be rejected. Bids will be opened soon after closing of bids in the presence of the bidders’ representatives who choose to attend.

9. All bids must be accompanied by a “Bid-Security” issued by a Commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. The amounts of Bid Security shall be as per the annexure. (Excluding Contingences and VAT) The Bid Security shall be valid up to 02.11.2020. Any bid not accompanied by a valid bid security or according to the Sample of Bid Security Form will be rejected.
10. **A Pre-Bid meeting** will be held on 22.06.2020 at 10.00 am. at the "Sapthamandira" **Conference Hall, Ground Floor**, “Sampathpaya”, No.82, Rajamalwatta Road, Battaramulla. Site inspection will be informing at the Pre Bid Meeting.
11. Bids shall be valid up to 02.10.2020.
12. Bidders must provide the **PCA 3 form** along with their Bids.
13. The Employer will not be responsible for any costs or expenses incurred by bidders’ in connection with the preparation or delivery of Bids including costs and expenses related to Site Visits.
14. The Department Procurement Committee (DPC) reserves full right in either accepting or rejecting any bid received and the decision of the Project Procurement Committee in this regard shall be the final.

Annexure - Construction of RFO Offices, RDCF Quarters and Office

Serial No.	Project Name	District	Non-Refundable Fee (Rs.)	Estimate Cost (Rs.) (Excluding Contingences and VAT)	Bid Security As a Bank Guarantee (Rs.) (Excluding Contingences and VAT)
01	Construction of RFO Office at “Hunnasgiriya” LK-ESCAMP-FD-147305H-CW-RFQ	Kandy District	4,500.00	13,000,000.00	150,000.00
02	Construction of RFO Office at “Neluwa” LK-ESCAMP-FD-147305N-CW-RFQ	Galle District	5,000.00	15,000,000.00	165,000.00
03	Construction of RDCF Quarters at “Vavuniya” LK-ESCAMP-FD-147306-CW-RFQ	Vavuniya District	2,500.00	9,000,000.00	100,000.00
04	Construction of RDCF Office at "Vavuniya" LK-ESCAMP-FD-147304-CW-RFQ	Vavuniya District	8,000.00	23,000,000.00	250,000.00

The Chairman,
Department Procurement Committee (DPC),
Forest Department,
“Sampathpaya”,
No. 82, Rajamalwatta Road,
Battaramulla.

Telephone: 0112866631 / 0112866632 / 011 2875540

VOLUME - I

VOLUME - I

Invitation to Bid

- Section 1** **Instruction to Bidders**
- Section 2** **Bidding Data**
- Section 3** **Conditions of Contract**
- Section 4** **Contract Data**
- Section 5** **Standard Forms (Contract)**
- Letter of Acceptance
 Agreement
 Performance Guarantee
 Advance Payment Guarantee
 Retention Money guarantee
- Section 6** **Specifications**
- Section 7** **Forms of Bid**
- Section 9** **Schedules**
- Section 11** **Standard Forms [BID]**

SECTION 1

INSTRUCTIONS TO THE BIDDERS

INSTRUCTION TO THE BIDDERS

Refer Standard Bidding Document SBD /02. (ICTAD/SBD/2

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

<p>Note: - 1. Instruction of Bidder shall be read in conjunction with Section -03 Bidding Data Volume II. 2. Instruction to Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.</p>

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from the CIDA formerly known as ICTAD.

SECTION 2

BIDDING DATA

This section shall be read in conjunction with Section 1 – Instructions to Bidders, and is intended to provide specific information in relation to corresponding clause in Section 1. Whenever there is discrepancy, the provisions in Section 2 –Bidding Data shall be supersede these provided in the Section 1 –Instructions to Bidders.

Bidding Data

**Instructions
to Bidders
Clause
Reference**

Entry

1.1 Employer's Name and Address

Name: Conservator General of Forests

Address: Conservator General of Forests,
Forest Department,
"Sampathpaya",
No. 82, Rajamalwatta Road,
Battaramulla.

1.1 Scope of Works

The works consists of Construction of RDCF Quarters at "Vavuniya", Vavuniya

1.2 Time for Completion

The Time for Completion for the whole of works shall be 180 Calendar Days from the commencement date.

2.1 Source of funds

The source of funds is World Bank. World Bank funded Ecosystem Conversion and Management Project (ESCAMP)

4.1 Qualification Information

The following information shall be provided in Section 9 - Schedules:

- ICTAD registration

Registration number

Grade

Specialty

Expiry date

VAT registration number.....

- Attach construction program
- Attach legal status (Sole proprietor, Partnership, Company etc.)
- Attach authentication for signatory
- Total monetary value of construction work performed for each of the last five years
- Experience in works of a similar nature and size for each of the last five years
- Construction equipment
- Staffing
- Attach Work plan and methods;

4.1 (c) **Modify the list if required**

4.2 (a) **CIDA registration required**

The registration required;
Specialty Building Construction
Grade C 6 or Above

4.2 (b) **Average annual volume of construction work performed in last 5 years**

Average annual volume of construction work performed in last five years shall be at least Rs. 12 Million

4.2 (d) **Essential equipment**

Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment shall be;

	<i>Type</i>	<i>Capacity</i>
1.	Tipper Truck	1 Cube
2.	JCB	0.5m3 Capacity bucket
3.	Vibrating Compactor	
4.	Concrete Mixture Machine.	14/10

4.2 (f) **The minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, shall be not less than Rs. 3 Million**

10.1 **Clarification of Bidding Documents**

Employer's address for clarification of bidding documents is:

Name of Officer: Procurement Specialist

Address: Eco System Conservation & Management Project (ESCAMP)
Ministry of Environment and Wildlife Resources,
"Sampathpaya",
No. 82, Rajamalwatta Road,
Battaramulla.

Phone: 0112-888426 Ext. 218
Fax : 0112-888577

- 13.1(A) (j) Documents comprising the Bid**
- 13.1(B) (d) Additional information is;
Construction work Programme
Quality Assurance Plan**
- 14.4 Adjustments for change in cost**
The Contract is not subjected to price adjustment
- 15.1 Currency of Bid**
The bids shall be in Sri Lanka Currency (SL.Rs.)
- 16.1 Period of Bid validity :**
The Bid shall be valid up to 02.10.2020.
- 17.1 Amount of Bid security:**
**Sri Lankan Rupees Seventy Five Thousand Rs.250,000/= .
(Excluding Contingences and VAT)**
- 17.2 Validity of Bid Security**
Validity of Bid security shall be valid to 02.11.2020 .
- 19.1 Pre-Bid meeting**
Pre-Bid meeting will be held on 22.06.2020 at 10.00 am. at the
"Sapthamandira" **Conference Hall, Ground Floor**, "Sampathpaya", No.82,
Rajamalwatta Road, Battaramulla.
- 21.2 (a) Employer's Address for Bid submission**
Employer's address for the purpose of bid submission is:
Conservator General of Forests,
Forest Department,
"Sampathpaya", No. 82,
Rajamalwatta Road, Battaramulla.

21.2 (b) Identification number of the Contract: **LK-ESCAMP-FD-147304-CW-RFQ**

22.1 **Deadline for submission of Bids**

Deadline for submission of Bids shall be 10.00 am. on 02.06.2020

25.1 **Bid opening**

Time, date and Venue of bid opening at 10.00 am. 02.06.2020,

Assistant Director Finance's Office, Finance Division, at Conservator General of Forests, Forest Department, "Sampathpaya", No. 82, Rajamalwatta Road, Battaramulla.

31.1 **Preference for Domestic Bidders**

Not applicable

Amount of Performance Security

35.1

The Standard Form of Performance Security acceptable to the Employer shall be a Guarantee from an Agency accepted and stated in the Procurement Guidelines.

The amount of Performance Security is 10% of the Initial Contract Price. The Performance Security Shall be valid until 120 days beyond the expiry date (365 days) of the defects Notification Period.

37 **Adjudicator**

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.

SECTION 3

CONDITION OF CONTRACT

Conditions of Contract shall be read in conjunction with Section 4 - Contract Data in Volume 2, which shall take precedence over the Conditions of Contract.

Refer Section – 3 - Condition of Contract SBD /02.

(ICTAD/SBD/02 Second Edition –January 2007)

SECTION 4

CONTRACT DATA

This section shall be read in conjunction with Section 3 – Condition of Contract, and is intended to provide specific information in relation to corresponding Clauses in Section 3. Whenever there is discrepancy, the provisions in Section 4 –Contract Data shall be supersede these provided in the Section 3 – Condition of Contract

Note: *The clause numbers referred are the clause numbers of Conditions of Contract.*

**Conditions of
Contract Clause
Number/s**

1.1.2.2 & 1.3	Employer's name and address	Conservator General of Forests, Forest Department, "Sampathpaya", No. 82, Rajamalwatta Road, Battaramulla.
1.3	Contractor's name and address	Name: to be appointed Address:
1.1.2.4 & 1.3	Engineer's name and address	Project Engineer Eco System Conservation & Management Project
1.1. 3.3	Time for Completion of the Works	Time for Completion is 180 Days
1.1.3.7	Defects Notification Period	Defects Notification Period is 365 Days
2. 1	Right to access to the Site	Within 7 Days after Letter of Acceptance
3.1	Engineer's Duties and Authority	The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions: (a) Sub-Clause 4.4-Approving subletting any part of the works (b) Sub-Clause 8.4, when approving extension of Time for Completion; (c) Sub-Clause- 8.8 - Suspension of Work (d) Clause 13, where the final effect of the variations increases the Contract Price (e) Sub-Clause 19.1-Approval of Contractor's Claims

4.2	Amount of Performance Security	10 % of the Initial Contract Price, in the currencies and proportions in which the Contract Price is payable. The acceptable form is as per the Standard Forms in Section 5 in the ICTAD Document SBD/02/ Second Edition, January 2007
4.3	Subcontracting	Not Allowed
8.7	Liquidated damages for the Works	0.35% of Contract Sum per Day including public Holidays
8.7	Maximum amount of liquidated damages	10 % of the Initial Contract Price
12.2 (b)	Method of Measurement	The Method of Measurement shall be Bills of Quantities
13.4(b)	Percentage for adjustment of Provisional Sums	Up to 10 %
13.7	Weightings of Inputs	Not applicable. Contract Price not subject to price adjustment.
14.2	Total Advance Payment	20 % of the Initial Contract Price excluding provisional sums and contingencies against Bank Guarantee.
14.2	Number and timing of instalments	One Instalment
14.3(c)	Percentage of retention	10% (Ten percent) of Total work Done Amount
14.3(c)	Limit of Retention Money	5 % of the Initial Contract Price
14.5	Minimum interim Payment	LKR. 1,350,000.00
18.2	Third Party Insurance	This Amount of insurance per occurrence is: Rupees Five Million (SLR 5,000,000.00) per event and number of events unlimited.

SECTION 5

STANDARD FORMS (CONTRACT)

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

Notes on Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 34 of the Instructions to Bidders. This Form of Letter of Acceptance should be filled in and sent to the successful bidder only after evaluation of Bids and after obtaining approval from the relevant authority.

FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

..... *[date]*

To: ----- *[name and address of the Contractor]* -----

This is to notify you that your bid dated ----- *[insert date]* for the construction and remedying defects of the **Construction of RDCF Office at "Vavuniya", Vavuniya**(Contract no.: **LK-ESCAMP-FD-147304-CW-RFQ**) *[name of the Contract and identification number]* the Contract price of ----- *[name of currency]*-----*[amount in figures and words]* as corrected in accordance with Instructions to Bidders and/ or modified by a Memorandum of Understanding , is hereby accepted.

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

The Commencement Date shall be: *(fill the date as per Clause 8.1 of Conditions of Contract).*

The amount of Performance Security is : *(fill the amount as per Clause 4.2 of Conditions of Contract).*

The Performance Security shall be submitted on or before *(fill the date as per Clause 4.2 of Conditions of Contract).*

Authorized Signature:

Name and title of Signatory:

FORM OF AGREEMENT

This Agreement made the [day] of [month] 200..... [year], between Conservator General of Forests, Forest Department, "Sampathpaya", No. 82, Rajamalwatta Road, Battaramulla. [name and address of Employer] (hereinafter called and referred to as "the Employer"), of the one part, and [name and address of Contractor] (hereinafter called and referred to as "the Contractor"), of the other part: **Whereas** the Employer desires that the Contractor execute the **Construction of RDCF Office at "Vavuniya", Vavuniya**(Contract no.: **LK-ESCAMP-FD-147304-CW-RFQ**) [name and identification no of Contract](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.

The Employer and the Contractor agree as follows::

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete the Works and remedy any 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 the day and year aforementioned in accordance with laws of Sri Lanka.

.....

.....

Authorised signature of Contractor

Authorised signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of
Witnesses:

1. Name and NIC No.
Signature
Address
2. Name and NIC No.
Signature
Address

**FORM OF PERFORMANCE SECURITY
(Unconditional)**

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

Beneficiary: Conservator General of Forests, Forest Department, "Sampathpaya", No. 82, Rajamalwatta Road, Battaramulla.

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that (hereinafter called "the Contractor") has entered into **Contract no.: LK-ESCAMP-FD-147304-CW-RFQ** - [reference number of the Contract] dated ----- with you, for the ----- [insert "construction"] **Construction of RDCF Office at "Vavuniya", Vavuniya** [name of Contract and brief description of Works] (hereinafter called "the Contract").

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

At the request of the Contractor, we ----- [name of Agency] 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 of, 20.. [insert date, 28 days beyond the Time for Completion] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary: Conservator General of Forests, Forest Department, "Sampathpaya", No. 82, Rajamalwatta Road, Battaramulla.

Date: -----

ADVANCE PAYMENT GUARANTEE No.: -----

We have been informed that(hereinafter called "the Contractor") has entered into **Contract no.: LK-ESCAMP-FD-147304-CW-RFQ** [reference number of the contract] dated ----- with you, for the ----- construction of **Construction of RDCF Office at "Vavuniya", Vavuniya** [name of contract and brief description] (hereinafter called "the Contract").

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

At the request of the Contractor, we ----- [name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in 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 Time of Completion]

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

[signature(s)]

FORM OF RETENTION MONEY GUARANTEE

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

Beneficiary: Conservator General of Forests, Forest Department, "Sampathpaya", No. 82, Rajamalwatta Road, Battaramulla.

Date: -----

RETENTION MONEY GUARANTEE No.: -----

We have been informed that*[name of Contractor]* (hereinafter called "the Contractor") has entered into **Contract no.: LK-ESCAMP-FD-147304-CW-RFQ** *[reference number of the contract]* dated ----- with you, for the execution of -- **Construction of RDCF Office at "Vavuniya", Vavuniya** *[name of contract and brief description of Works]* (hereinafter called "the Contract").

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

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

This guarantee shall expire, at the latest, ----- *[insert 28 Days after the end of the Defects Liability Period]*. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

SECTION 6
SPECIFICATIONS

A - GENERAL SPECIFICATIONS

General specifications that are applicable to this project are listed below:

1. Specification for Building Works-Volume I – ICTAD Publication No. SCA/4/I Third Edition (Revised) (Vol.1) July 2004.
2. Specification for Building Works-Volume II – ICTAD Publication No. SCA/4/II – Sanitary Installations -2nd Edition (Revised) October 2001
3. Specification for Water Supply Sewerage and Storm Water Drainage Works-ICTAD Publication No. SCA/3/2 –2nd Edition (Revised) April 2002
4. Specification for Mechanical and Electrical Works Associated with Building and Civil Engineering – ICTAD Publication No. SCA/8 –2nd Edition (Revised) August 2000

Copies of above publications shall be purchased from the Institute for Construction, Training and Development (ICTAD), “Sawsiripaya”, 123, Wijerama Mawatha, Colombo 07.

SECTION 7
FORM OF BID

FORM OF BID

Name of Contract:

**Construction of RDCF Office at“Vavuniya” , Vavuniya District
LK-ESCAMP-FD-147304-CW-RFQ**

To: The Chairman, Department Procurement Committee

Gentlemen:

1. Having examined the Standard Bidding Document - Procurement of Works – Minor Contracts [ICTAD/SBD/03 - Second Edition, January 2007], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees (LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer’s notice to commence, 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 until the date specified in ITB Clause 16 [insert date], and it shall remain binding upon us and may be accepted at any time before that date.
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.
7. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

Dated this day of.....20.....

Signature in the capacity of

duly authorized to sign bids for and on behalf of
[in block capitals or typed]

Name :.....

Address:

Witness:

SECTION - 09

SCHEDULES

Schedule 1 – General Information

- (i) If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.
- (ii) For joint ventures, each joint venture partner shall furnish information separately.

ITB Clause reference	Description	Information <i>(to be filled by the Bidder)</i>	Remarks
4.1 (a)	Legal Status		<i>Provide certified copies of Registration</i>
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1(a)</i>	
	If a Joint Venture, names and addresses of Joint Venture Partners	1. 2. 3.	<i>Provide a draft copy of the Joint Venture Agreement or alternatively the memorandum of understanding</i>
	If a Joint Venture, name of Lead Partner		
	<i>For joint ventures, each joint venture partner shall furnish Legal Status separately</i>		
	Name (Lead partner)		<i>Provide certified copies and label as attachment to Clause 4.1(a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 5.1</i>	
	VAT Registration Number		
	Name (Partner 2)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>
	Legal status		
	Place of registration		
	Principle place of business		

	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>	
	VAT Registration Number		
	Name (Partner 3)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>	
	VAT Registration Number		
4.2 (a)	<i>ICTAD Registration</i>		<i>Provide certified copies and label as attachment to Clause 4.2(a)</i>
	Registration number		
	Grade		
	Specialty		
	Expiry Date		

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

- (i) *If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.*
- (ii) *For joint ventures, each joint venture partner shall furnish information separately.*

Year	Turn-over	Remarks
1		<i>Attach audited reports and label as attachment to Clause 4.2</i>
2		
3		
4		
5		

Schedule 3 – Adequacy of Working Capital

If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application

Source of credit line	Amount	Remarks
		<i>Provide documentary evidence and label as attachment to Clause 4.2</i>
Total		

Schedule 4 – Construction Experience in last five years

(i) *If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.*

(ii) *For joint ventures, each joint venture partner shall furnish information separately.*

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

Schedule 5 – Major Items of Construction Equipment Proposed

Type	Capacity

SECTION - 11

STANDARD FORMS [BID]

- **Bid Security**

Note on Standard Forms

- (1) Bidders shall submit the completed Form of bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of the bidding documents.*
- (2) Bidders should not complete the form of Agreement at the time of preparation of bids. The Successful bidder will be required sign the Form of Agreement, after the award of contract .Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated in to Agreement.*
- (3) The Form of Performance Security, Form of Advance payment Security and Form of Retention money Guarantee should not be completed by the bidders at the time of submission of bids. The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.*

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: Conservator General of Forests, Forest Department, "Sampathpaya", No. 82, Rajamalwatta Road, Battaramulla.

Date: ----- [insert (by issuing agency) date]

BID GUARANTEE No.: ----- [insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution of [insert name of Contract] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

Further more, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] ----- [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) the successful bidder furnishing the performance security, otherwise it will remain in force up to ----- (insert date)

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