## DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

## **MINISTRY OF TRANSPORT & HIGHWAYS**

## **ROAD DEVELOPMENT AUTHORITY**



## BIDDING DOCUMENT FOR

## IMPROVEMENTS TO KONGODAMULLA ST ANTHONY'S CHURCH ROAD (SMART SHIRT ROAD)

CONTRACT NO: RDA/SP/1500KM/WP/30

**BID SUBMITTED BY** 

[Name of the Bidder]

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## **Project Location Map**

## 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 Road,

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 Road 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 Improvements to Kongodamulla St Anthony's Church Road (Smart Shirt Road) under Contract No: RDA/SP/1500KM/WP/30 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 (Western Province) Name & Title of Signatory Name of Agency

### FORM OF PERFORMANCE SECURITY

(Unconditional)

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

Beneficiary: Provincial Director (Western Province), No 36, Road Development Authority, Udumulla Road, Battaramulla).

Date: .....

\_\_\_\_\_

PERFORMANCE GUARANTEE No.:

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

At the reque	est of the C	ontra	ctor,	we							[n	ame of	' Ager	ncy] 1	hereb	y
irrevocably	undertake	to	pay	you	any	sum	or	sums	not	exceeding	in	total	an	amou	nt c	of
							.[am	ount	in	figures]	(					•••
									)	[amount in v	vords	<i>]</i> , upo	n rec	eipt by	y us o	of
your first de	mand in wr	iting	accor	npanie	d by	a writt	ten st	tatemer	it stati	ng that the	Cont	ractor i	s in 1	breach	of it	ts
obligation(s)	under the	Contr	act, v	vithout	your	needin	g to	prove	or to s	show ground	s for	your d	eman	d or th	ne sur	n
specified the	rein.				-		-	-		-		-				

Name, Signature and the Sea	l of the Agency:		
Designation			
Date:			
Witness:			
Name	NIC No	Signature	
	NIC No		
		-	

## FORM OF AGREEMENT

Whereas the Employer desires that the Contractor executes the Improvements to Kongodamulla St Anthony's Church Road (Smart Shirt Road), under Contract No: RDA/SP/1500KM/WP/30 (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 (Western Province)
Authorized Signatory of Contractor	Authorized signature
	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 (Western Province), No 36, Road Development Authority, Udumulla Road, Battaramulla

Date: .....

#### ADVANCE PAYMENT GUARANTEE No.:

At the	request of th	e Contracto	or, w	ve								[na	me of	issu	ing Agen	icy]
hereby	irrevocably	undertake	to	pay	you	any	sum	or	sums	not	exceeding	in	total	an	amount	of
		•••••				[an	nount	in	figı	ires]	(		•••••			
											) [amou	int i	n word	ls],	upon rec	eipt
by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of																
its oblig	gation in repay	yment of the	adva	ance	paym	ent ur	nder th	e Co	ontract.							

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	e Agency:		
Designation			
Name of the Organization			
Date:			
Witness:			
Name	NIC No	Signature	
Name			

## FORM OF RETENTION MONEY GUARANTEE

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

**Beneficiary**: Provincial Director (Western Province), No 36, Road Development Authority, Udumulla Road, Battaramulla

Date: -----

#### RETENTION MONEY GUARANTEE No.:-----

we have been informed that ------(name of Contractor) (hereinafter called "the Contractor") had entered into Contract No: RDA/SP/1500KM/WP/30 dated ......2024, with you, for the execution of Improvements to Kongodamulla St Anthony's Church Road (Smart Shirt Road) (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	he Agency:		
Name of the Organization			
Designation			
Date:			
Witness:			
Name	NIC No	Signature	
Name			
		C	

## 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 Road 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

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

Contract No.	Contract Name	Engineer's Estimate with Contingencies (Rs.Mn)	CIDA grade	Bid Security (Rs.)	Contract Duration (Days)
RDA/SP/1500KM/WP/30	Improvements to Kongodamulla St Anthony's Church Road (Smart Shirt Road)	31.86	C5 and C4	450,000	91

- 2. The works consist of Construction of road base, shoulders and surface application
- 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 the bidding document via <u>www.rda.gov.lk</u> from 02.04.2024
  - a. Deputy Director General (Procurement), Road Development Authority, 4<sup>th</sup> Floor, "Maganeguma Mahamedura", Denzil Kobbekaduwa Road, Battaramulla. T: 011 – 2884790, Fax No. 011 2884790
  - b. Provincial Director (Western ), No 36, Road Development Authority, Udumulla Road, Battaramulla T: 0112863916 & fax: 0112863916
- 6. Separate sets of bidding document shall be issued for each contract . In the event of a bidder who submits bids for more than one contract and becomes successful for more than one contract, RDA shall assess its capacity to meet aggregated qualifying requirements for value of liquid assets.
- 7. The **Pre-Bid meeting** will be held at 10:00 hrs on **08.04.2024** at the office of the **Provincial Director** (Western), Road Development Authority, No 36, Udumulla Road, Battaramulla and a site visit will be arranged immediately thereafter if necessary.
- 8. A complete set of Bidding Documents in English language shall be purchased by interested bidders on submission of a written application to the Provincial Director (Western), No 36, Road Development Authority, No 36, Udumulla Road, Battaramulla or Deputy Director General (Procurement), RDA, 4th Floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Road, Battaramulla. from 02.04.2024 until 22.04.2024 during 09:00 hrs to 15:00 hrs upon payment of a non refundable fee.

Non refundable tender fee Rs. 4,850.00 (including VAT) for the bidding document can be paid by depositing cash to the following account

- a. Account name : Director General –RDA
- b. Account number : 0000001943
- c. Bank Name : Bank of Ceylon-Corporate branch

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.

- 9. Bid shall be accompanied by a Bid- Security for an amount given in the table. Bid Securities shall be valid up to 18.08.2024
- 10. Bids shall be valid up to **21.07.2024**.
- 11. Bids shall be delivered in duplicate to the Chairman, Road Development Authority Procurement Committee, C/o Director General, Road Development Authority, Procurement Division, 4<sup>th</sup> Floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Road, Battaramulla on or before 14:00 hrs on 22.04.2024. 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,

Road Development Authority Procurement Committee Road Development Authority, Procurement Division, 4<sup>th</sup> Floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Road, Battaramulla.

# Section - 4

# Form of Bid and Qualification Information

#### FORM OF BID

#### Improvements to Kongodamulla St Anthony's Church Road (Smart Shirt Road) UNDER CONTRACT NO: RDA/SP/1500KM/WP/30

To: Road Development Authority,

#### Gentlemen,

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 with in 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 of	2024 in the capacity of	duly authorized to sign
tenders for and	on behalf of		

Name	:(IN BLOCK CAPITALS)					
Signature	:					
Designation						
Address	:					
Seal	:					
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)
<b>Legal Status</b> (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	1		

\* 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

#### 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	Value	
(Attach LOA, Completion Certificate,	Year	
documents to confirming similarity of work)	Employer	
	Completed Date	
	Description of work	
	(Attach as annex-08)	
Major Items of Construction Equipment	1. TypeCapacity	
Proposed		
(Attach as annex-09)		
(Attach as aniex-07)	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	
	2 3	
	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 Road, Battaramulla.

The Scope of the Work is construction of road Base, shoulders and surface application.

The Site is located in Gampaha 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 [<u>www.rda.gov.lk</u>] from 02.04.2024 to 22.04.2024
- b) The Non refundable tender fee Rs 4,850.00 (with VAT) for the bidding document can be paid by depositing cash to the following account

Account name	: Director General –RDA
Account number	: 0000001943
Bank Name	: Bank of Ceylon-Corporate branch
Didding doormont she	II ha collected during working hours for

c) The Bidding document shall be collected during working hours from 09.00 Hrs to 15.00 Hrs from the office of the Provincial Director (Western), RDA, No 36, Udumulla Road, Battaramulla or Deputy Director General (Procurement), 4<sup>th</sup> Floor, "Maganeguma Mahamedura" 216, Denzil Kobbekaduwa Road, Battaramulla from 02.04.2024 to 22.04.2024.

#### **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 C5 and C4 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 <u>similar nature and size</u> 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. **47.79** million

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

# AACT = $\sum_{5}$ ACTn where, n= 1st .....5th 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. **22.30 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. 31.86 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:

- a. Deputy Director General (Procurement), Road Development Authority, 4<sup>th</sup> Floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Road, Battaramulla. T: 011 –2884790 Fax No. 011 – 2884790
- b. Provincial Director (Western), Road Development Authority, No 36, Udumulla Road, Battaramulla

**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 **<u>not</u>** 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 **<u>Not</u>** subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract..

#### Clause 15.1

The bid shall be valid up to 21.07.2024

#### 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. 450,000.00**
- Valid until 18.08.2024
- 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 Provincial Director (Western), Road Development Authority, No 36, Udumulla Road, Battaramulla at 10.00 a.m. on 08.04.2024. Site visit will be arranged if necessary.

#### **D:** SUBMISSION OF BID

#### **Clause 19.2** (a)

The Employer's Address for the purpose of bid submission is - *Chairman, RDA Procurement Committee C/o Director General Road Development Authority, Procurement Division, 4<sup>th</sup> Floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Road, Battaramulla* 

#### Clause 19.2 (b)

The name of the Contract is Improvements to Kongodamulla St Anthony's Church Road (Smart Shirt Road) UNDER Contract No: RDA/SP/1500KM/WP/30

#### Clause 20.1

The deadline for submission of bids shall be 2.00 p.m. on 22.04.2024.

### **E: BID OPENING AND 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 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 31.3. Award Add

The Employer will award the contract to the bidder whose Bid has been determined to be successful according to the following criteria

The following contract packages have been invited simultaneously with this package.

1. RDA/SP/1500KM/WP/39

2. RDA/SP/1500KM/WP/40

Each contract package will be evaluated separately.

In the event, a bidder submits bids for more than one contract package and the bidder becomes successful for more than one contract package (lowest substantially responsive), RDA shall assess its capacity to meet aggregated qualifying requirements for value of liquid assets.

Among those successful bidders, RDA will calculate the lowest combination of packages which is more beneficial and economical to the RDA and awarding will be recommended accordingly.

# Clause 33. Authority for Signing the Agreement Add

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

Name of the Employer's Representative will be Chief Engineer (Gampaha District), Road Development Authority, Miriswatta, Gampaha

- 1.1 The Engineer for the Contract will be appointed by Director General of RDA. The Engineer's Representative will be notified later.
- 1.1 The scope of the work is construction of road base, shoulders and surface application of Improvements to Kongodamulla St Anthony's Church Road (Smart Shirt Road)

#### 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 <u>28</u> 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 with the prior approval of Director General of RDA. Total Contract sum inclusive of cost variations shall not exceed to initial Contract sum when an emergency situation occurs and to ensure proper implementation of construction activities in a timely manner. Further, cost approval of variation should be obtained from the appropriate procurement committee before made payment.
- 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 subject 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 **<u>Rs 16,000.00</u>** 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 and shall be issued by a Bank or CGF acceptable to the Employer.

Any bond or security issued by Insurance Company 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 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 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

#### P(001) MOBILIZATION AND DEMOBILIZATION

The Contractor shall make provision for mobilization & demobilization of equipment, plant and machinery, staff, labourers to the site including erection and removal at the completion of works of his temporary installation and facilities including site office, etc. The Contractor shall submit to the Engineer within 14 days from the date of Letter of Acceptance his mobilization and demobilization plan of site. The Engineer shall approve the mobilization and demobilization plan and payment shall be based on schedule of mobilization and demobilization plan of site.

#### Payment

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

Item No	Description	Pay Unit
P (001)	Allow for mobilization & demobilization	L.S.

#### P (002) ROW VIDEO SURVEY

R.O.W video logging shall be collected along roads before and after the rehabilitation/improvement.

The visible right of way (R.O.W.) shall be recorded and stored as digital Images at 5/10 m intervals using an intermittent/frame based system. The pictures shall have information superimposed which facilitates location identification (chainage and GPS coordinates) and shall have a playback system which facilitates locating specific road sections. The specifications of the cameras to be used in works shall be certified by the Engineer before commencement of Works.

The images shall be superimposed in real-time with the vehicle's location in terms of displacement and GPS coordinates. Each frame shall be referenced in terms of the displacement from Longitudinal Road Profile (LRP) and the GPS coordinates in the database.

The data shall be provided to the Employer in two copies with appropriate (ideally printed) labels, indicating relevant district and road number(a) Only one road section shall be included per one video file. The file name shall be the road ID number and the file shall I be accompanied by a catalogue.

Item No	Description	Pay Unit
P (002)	R.O.W. Video Survey	Km

# 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 <sup>2</sup> or sqm	-	Square Metre
m <sup>3</sup> or cum	-	Cubic Metre
nos.	-	Numbers
L.S	-	Lump Sum
P.S	-	Provisional Sum
mth.	-	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**

Kongodamulla St Anthony's Church Road (Smart Shirt Road) CONTRACT NO RDA/SP/1500KM/WP/30

Bill No	Description	Amounts / Rs				
1	PRELIMINAR	PRELIMINARY & GENERAL				
2	SITE CLEARIN	SITE CLEARING				
3	BASES AND S	HOULDERS				
4	SURFACE API	PLICATION				
A	Sub Total	-01				
PS	Provisiona	al sums		•••••		
В	Sub Total Provisional su	-02 (A-PS) m deducts form Sub Total -01				
		Amount in words				
С	Discount if any		Amount in figures			
D	Sub Total	03 (B-C)				
PS	Provisiona	al sums				
E	Sub Total	Sub Total 04 (D+PS)				
F	Allow for physical contingencies 05% (E*05%)					
G	Bid Price (E+F+G) [Form of Bid price]					
Н	VAT (18%	VAT (18%*H)				
Ι	Bid Price	with VAT (H+I)				

Amount in words without VAT (H) : \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

# Section - 9

## **Standard Bid Forms**

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

#### FORM OF BID SECURITY

**Beneficiary:** Director General, Road Development Authority, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Road, Battaramulla.

**Date:** .....[insert (by issuing agency) date]

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

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

- 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

Chaiman,

Road Development Authority Procurement Committee.

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*				
#				
	T	otal		

.....

Signature of the Bidder

The foregoing	Affidavit having been duly read over and explained by me to the Affirmar	nt and he
having understo	od the contents of same, signed before me at	[Place], on
this		

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

: ..... ..... .....

ТО **Director General** : Road Development Authority (RDA) 1<sup>st</sup> Floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Road, Battaramulla, Sri Lanka

SUB:Letter from the bank for providing a line of credit in favour of .....<sup>1</sup> in case of award to them of works for the Contract of Kongodamulla St Anthony's Church Road (Smart Shirt Road) UNDER Contract No: RDA/SP/1500KM/WP/30

Dear Sir,

We				² banke	ers of					<sup>3</sup> her	reby agree
		revolving									
		ntract of						-	•		
•••••	• • • • • • • • • • • • •	T	his revolvi	ing line of cr	edit will	be ma	aintained ur	ntil the	works a	are take	en over by
the F	RDA.										
•••••	•••••		•••••								
Sign	ature an	d the Seal of	the Bank:								
Nam	e										
		Organization .				•••••		•••••			
Date	:				•••••						
Witn	ess:										
Nam	e			NIC No			Signa	ture			
Nam	e			NIC No			Signat	ure			

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

<sup>&</sup>lt;sup>1</sup> Name of Beneficiary / Bidder

<sup>&</sup>lt;sup>2</sup> Name of Bank

<sup>&</sup>lt;sup>3</sup> Name of Beneficiary / Bidder

# Section - 8

Drawings

## **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		
<b>Certified Copy of Audited Financial Statements for the</b> <b>last five years?</b> (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		
<b>Construction Programme and Cash Flow Chart?</b>	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		