

# DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA MINISTRY OF TRANSPORT & HIGHWAYS

**ROAD DEVELOPMENT AUTHORITY** 

# BIDDING DOCUMENT

#### **FOR**

IMPROVEMENTS OF NAINAMADAMA- IRANAWILA-CHILLAW (B-640) ROAD (6+000-10+550km)

CONTRACT NO: RDA/RM&M/NWP/RMI/2024/16

**BID SUBMITTED BY** 

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#### 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 Construction Industry Development Authority (former 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

Section Instruction to Bidders 1 Section 2

Standard Forms (Contract)

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# **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: Construction Industry Development Authority '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 Security
- 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
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

Deputy Director General Road Maintenance & Management Division Road Development Authority

## FORM OF PERFORMANCE SECURITY

(Unconditional)

[Issuing Agency's Name, and Address of Issuing Branch or Office]						
<b>Beneficiary:</b> Director General, Road Development Authority, 1 <sup>st</sup> floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla.						
Date:						
PERFORMANCE GUARANTEE No.:						
We have been informed that						
Furthermore, we understand that, according to the Conditions of the Contract, a performance guarantee is required.  At the request of the Contractor, we						
Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of						
This guarantee shall expire, no later than the day of2024 [28 days beyond the intended completion date ] and any demand for payment under it must be received by us at this office on or before that date.						
Name, Signature and the Seal of the Agency:  Name of the Organization  Designation  Date:						
Witness:  Name						

## FORM OF AGREEMENT

This contract Agreement made and entered into on this				
Whereas the Employer desires that the Contractor executes the 'IMPROVEMENTS OF NAINAMADAMA_IRANAWILA-CHILLAW (B-640) ROAD (6+000-10+550km)' under Contract No: RDA/RM&M/NWP/RMI/2024/16 (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.				
<ol> <li>NOW THIS AGREEMENT WITNESSETH as follows:         <ol> <li>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.</li> <li>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.</li> </ol> </li> <li>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.</li> </ol>				
<b>In Witness</b> whereof the parties hereto have caused this Agreement to be executed on the day and year aforementioned in accordance with laws of Sri Lanka.				
Authorized Signatory of Contractor Name of Signatory:	Authorized signature of Employer Name & Title of Signatory			
Common Seal				
In the presence of Witness:	In the presence of Witness:			
Name NIC No.	Name			

Address .....

Address .....

## FORM OF ADVANCE PAYMENT SECURITY

[Name and address of Agency, and Address of Issuing Branch or Office]
<b>Beneficiary:</b> Director General, Road Development Authority, 1 <sup>st</sup> floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla.
Date:
ADVANCE PAYMENT GUARANTEE No.:
We have been informed that
Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum
At the request of the Contractor, we
upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the advance payment under the Contract.
The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.
This guarantee shall expire on[insert the date, 28 days beyond the Intended Completion Date]
Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
Name, Signature and the Seal of the Agency: Designation
Name of the Organization
Witness: Name

Name
FORM OF RETENTION MONEY GUARANTEE
(Issuing Agency's Name and Address of Issuing Branch or Office)
<b>Beneficiary</b> : Director General, Road Development Authority, 1 <sup>st</sup> Floor, Maganeguma Mahamedura",216, Denzil Kobbekaduwa Mawatha, Battaramulla.
Date:
RETENTION MONEY GUARANTEE No.:
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, Signature and the Seal of the Agency:
Name of the Organization
Designation
Date:
Witness: Name
Name

# **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: Construction Industry Development Authority

'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

- 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 HIGHWAYS

# ROAD DEVELOPMENT AUTHORITY INVITATION FOR BIDS (IFB)

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

Contract No.	Contract Name	Eng.'s Estimate w/o contingencies (Mn)	Contract Duration Days	CIDA Grade	Bid Security (Rs)
RDA/RM&M/NW P/RMI/2024/16	IMPROVEMENTS OF NAINAMADAMA/IRANAWILA/CHILAW (B- 640) ROAD (6+000-10+550)	88.42	120	C4 or above in Highway Speciality	1,523,215.00

- 2. The work consists of construction of foundation, substructure, superstructure and approaches.
- 3. Bidding will be conducted through the National Competitive Bidding Procedure.
- 4. To be eligible for contract award, the successful bidder shall be currently registered with the Construction Industry Development Authority (CIDA) in grade given in the above table in Bridge specialty.
- 5. Interested bidders may obtain further information from the following offices and inspect the bidding documents via website www.rda.gov.lk.
  - a. Deputy Director General (RM & M), Road Development Authority, 6<sup>th</sup> Floor, "Maganeguma Mahamedura", 216, Denzil Kobekaduwa Mawatha, Battaramulla.
     T P:011-2882196 Fax: 011-2882195
- 6. The Pre-Bid meeting will be held at 10:00 hrs on 31/07/2024 at Chief Engineer Office, Wella Road Road Development Authority ,Chillaw and a site visit will be arranged immediately thereafter if necessary.
- 7. A complete set of Bidding Documents in English language shall be purchased by the interested bidders via email on submission of a written application to **Deputy Director General (RM & M), RDA** from 18/07/2024 until 07/08/2024 during 09:00 hrs to 15:00 hrs upon a payment of non-refundable tender fee (Contract number and the name of the contract should be indicated on the cash deposit slip).

#### The email address is mmtenders123@gmail.com

Non - refundable tender fee of Rs. 15,075.00 (with SSCL & VAT) 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

As per the Public Contract Act No. 3 of 1987, only the Agents and Successful winners of tenders shall be registered in Department of Registrar of Companies.

8 Bid shall be valid up to 91 calendar days from the date closing of the Bid (08-08-2024). Each bid shall be accompanied by a Bid Security as per given in the Bidding Document for an amount indicated in the above table. Bid security shall be valid up to 05-12 - 2024. Any Bid not accompanied by a valid Bid security will be rejected.

9.Bid, with original deposit slip, shall be delivered in duplicate to the Chairman - Procurement Committee, C/O Deputy Director General (RM&M), Road Development Authority, 6th Floor, Maganeguma Mahamedura', No. 216, Denzil Kobbekaduwa Mawatha, Battaramulla on or before 14.00 hrs. on 08-08-2024. Late bids will be rejected. Bids will be opened soon after closing at the Deputy Director General (RM&M)'s Office, 6th Floor, Maganeguma Mahamedura', No. 216, Denzil Kobbekaduwa Mawatha, Battaramulla.

#### Chairman,

Road Development Authority Procurement Committee, Road Development Authority, First Floor, "Maganeguma Mahamedura", 216, Denzil Kobekaduwa Mawatha, Battaramulla.

Section - 4 Form of Bid and Qualification Information

#### FORM OF BID

# 'IMPROVEMENTS OF NAINAMADAMA\_IRANAWILA-CHILLAW (B-640) ROAD (6+000-10+550km)'

#### UNDER CONTRACT NO: RDA/RM&M/NWP/RMI/2024/16

**To**: Road Development Authority

<b>~</b> .1	
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CICILL	emen.

Edition Biddi the extended Work Special Rupes	ng examined the Standard Bidding Document-Procurement of Works (ICTAD/SBD/01-Second on January 2007 with Addendum of SBD/01 issued in October 2009 by ICTAD) along with the ng Data, Contract Data, Specifications, Drawings and Bill of Quantities and addenda Nos for xecution of the above-named Works, we the undersigned, offer to execute and complete such as and remedy any defect therein in conformity with the aforesaid Conditions of Contract, fications, Drawings, Bill of Quantities and addenda Nos for the sum of Sri Lankan es*
	(SLRs. *) (The bid price shall
includ	de physical & Price Contingencies and provisional sums but excluding VAT) or such other sums
as ma	y be ascertained in accordance with the said Conditions.
<ul><li>3. We under complete</li><li>4. We agree extended time before</li><li>5. Unless are acceptance</li><li>6. We under</li></ul>	whedge that the Contract Data forms part of our Bid.  Itake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to the whole of the Works comprised in the Contract within the time stated in the Contract Data.  It to abide by this Bid for the period of <b>91 days</b> from the time of closing of the Bids or any period to which we may agree and it shall remain binding upon us and may be accepted at any re the expiration of that period.  Industrial Agreement is prepared and executed, this Bid together with your written the thereof shall constitute a binding contract between us.  Instand that you are not bound to accept the lowest or any Bid you may receive.
	day of
Name	:(IN BLOCK CAPITALS)
Signature	:
Designation	
Address	:
Witness	: 1.Name Signature
	2.Name Signature

<sup>\*</sup>The amount inserted here should not include the VAT component.

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

Qualification Information			
Please attach photo copy of Original Documents (as annex -01)			
(Attach as Annex 02)			
(Attach as annex 11)			
(Attach as Annex 03)			
Please attach draft copy of Joint Venture Agreement			
(Attach original with form of bid & a photo copy as annex -04)			
(Attach as Annex 05)			
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7			

# **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			

<sup>\*</sup> Add additional rows to include all the current projects if needed

<sup>#</sup> Provide additional speciality, to include all the current projects

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

#### **Financial Data**

#### **As per Latest Audited Financial Statement**

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

<sup>\*</sup> 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
( 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 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

<sup>\*\*</sup> 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

#### **Details of Performance of Contracts**

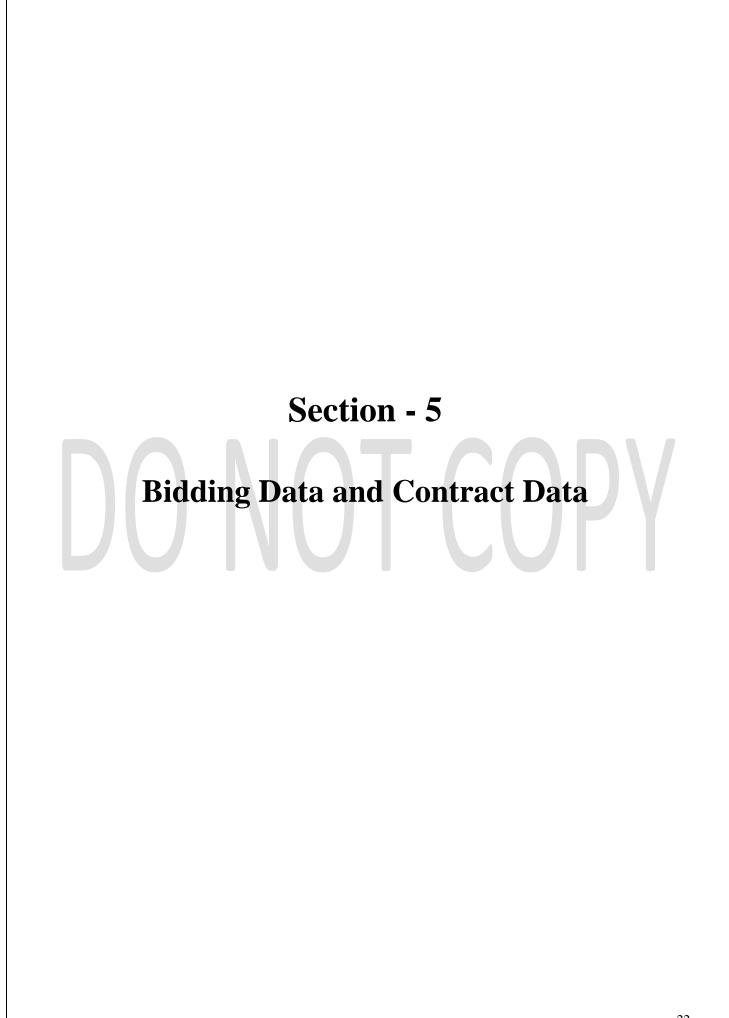
<b>Project Name</b>	Contract No.	Contract Period (Days)	Initial/Revised completion Date	Substantial Completion Date

<sup>\*</sup>Work completed/ongoing in last five years

<sup>\*\*</sup>If EOT is not submitted, submit the recommendation report from the Engineer for the Contract with reasons.

Personnel Data	$\overline{1}$	
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.



#### **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 as amended by Act No.05 of 1988 and No.37 of 2009.
- b) Address of the Employer is: Road Development Authority

"Maganeguma Mahamedura",

216, Denzil Kobbekaduwa Mawatha, Battaramulla.

Telephone: 0112862795, Fax: 0112872272

E-mail: gmo@ rda.gov.lk

The Scope of the Work is 'IMPROVEMENTS OF NAINAMADAMA\_IRANAWILA-CHILLAW (B-640)ROAD (6+000-10+550km)'

The work consists of Clearing of site, roadway excavation for edge widening, base and shoulder construction, overlaying and lane marking

The Site is located in Chillaw District.

#### Clause 1.2

Time for completion is **120 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 18/07/2024 to 07/08/2024.
- b) The non-refundable tender fee of **Rs. 15,075.00** with SSCL & VAT can be paid by depositing cash to the following account.

(i) Account Name : Director General – RDA.

(ii) Account Number : 0000001943

(iii) Bank Name : Bank of Ceylon – Corporate Branch

c) A complete set of Bidding Documents in English language shall be purchased by the interested bidders via email on submission of a written application to the Deputy Director General (RM & M), RDA from 18/07/2024 until 07/08/2024 during 09:00 hrs to 15:00 hrs upon a payment of non-refundable tender fee (Contract number and the name of the contract should be indicated on the cash deposit slip).

The email address is **mmtenders123@gmail.com** 

#### Clause 2, Source of Funds

#### Clause 2.1

Funded by Government of Sri Lanka (GOSL)

Vote - Road Maintenance and Improvement

Vote no. - 117-2-04-001-2104

#### 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 C4 or above **grades 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)
- Certified 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
- Performance of the bidder in previous contracts in last five years.

#### Clause 4.4

• Average annual volume of construction work performed during the last five years shall be at least **Rs. 152.33 million** 

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

AACT = 
$$\sum$$
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 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.71.09** 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 Rs. 76.16 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.

Add new clause 4.5

#### Clause 4.5

- Any Bidder who has abandoned any of the previous contracts awarded to him.
- Any Bidder who has delayed contracts awarded to him beyond period of 50% of the respective contract period in last five years before date......(28 days beyond the bid opening date) due to contractor's default.
- If any contract has been terminated due to the contractor's default within last five years before date ......(28 days beyond the bid opening date)

If any bidder has one or more poor performed/ performing contracts shall be considered as non – responsive.

Contract Period = Original Contract Period + Approved EOTs

#### PREPARATION OF BID

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

a. Deputy Director General (RM & M), Road Development Authority, 6<sup>th</sup> Floor, "Maganeguma Mahamedura", Denzil Kobbekaduwa Mawatha, Battaramulla.

T P:011-2882196 Fax: 011-2882195

**Clause 11.1** The language of the Bid shall be English.

#### **Clause 13.3**

The bid price shall include Physical Contingency, Price contingency and Provisional sums.

VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the BOQ.

#### Clause 13.4

The Contract is subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.

#### **Clause 15.1**

The bid shall be valid up to 07-11-2024.

#### **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. 1,523,215.00.
- Valid until 05/12/2024.
- 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**

The Pre-Bid meeting will be held at 10:00 hrs on 31/07/2024 at Chief Engineer's Office, Wella road "Road Development Authority, Chillaw and a site visit will be arranged immediately thereafter if necessary.

#### Clause 22, Modification of Withdrawal of Bids

Add the following additional clause

Clause 22.5a, The Discount offered should be entered in the boxes provided at the summary sheet of BOQ in figure and in words and discount in words shall take precedence over the any miscalculation of discount in figure.

#### 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 Deputy Director General (RM&M), Road Development Authority, 6<sup>th</sup> Floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla

#### **Clause 19.2 (b)**

The name of the Contract is 'IMPROVEMENTS OF NAINAMADAMA\_IRANAWILA-CHILLAW(B-640) ROAD(6+000-10+550km)'under Contract No: RDA/RM&M/NWP/RMI/2024/16

#### **Clause 20.1**

The deadline for submission of bids shall be 2.00 p.m. on 08/08/2024.

#### E: AWARD OF CONTRACT

#### **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. 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 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 as amended by Act No.05 of 1988 and No.37 of 2009.

Address: Road Development Authority, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla.

Name of Employer's Representative : Deputy Director General(RM&M),, Road Development Authority, No.04, Bandaranayaka Mawatha, Ratnapura.

Tel: 0452222608 , Fax: 045-2222471

1.1 The Engineer for the Contract will be notified later.

Engineer's Representative: Will be notified later

The work consists of Clearing of site, roadway excavation for edge widening, base and shoulder construction, overlaying and lane marking

The scope of the work is 'IMPROVEMENTS OF NAINAMADAMA\_IRANAWILA-CHILLAW (B-640) ROAD (6+000-10+550km)'

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 bridge construction and shall have ability to lead and direct multi-disciplinary teams and experience in proper deployment and efficiency

management of human and other resources.

b. Contract Administration Minimum qualification shall be Diploma in Civil

Engineering or Quantity Surveying in recognized institute with 3 years working experience in

construction field and contract administration.

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 **120 Days** from the Start Date.
- 21.1 The Site Possession Date shall be within 07 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 The Defects Liability Period is 364 Calendar Days.
- 39.2 Engineer may order variations up to a total cumulative value of not exceeding the contingencies provided in the priced BOQ when an emergency situation occurs and to ensure proper implementation of construction activities in a timely manner. Any variation order which involves the increase of contract price or variation order on change 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 subjected to price adjustment.

Weightings of Inputs

Indices No.	Input Name	Input Percentage
M30B	Bitumin	54.57%
P1	Small Equipment	12.12%
Р3	Fuel	8.69%
M45	Metal	8.13%
M55	Soil	2.3%
P2	Heavy Equipment	1.85%
L3	Unskilled Labour	1.31%
L2	Semi-Skilled Labour	0.72%
L1	Skilled Labour	0.31%
Sub Total		90.00 %

**Non-adjustable elements are**: All provisional Sum items, all Lump Sum items, all items under Day works and all items under the Bill no 01 (Preliminary & General). Items the extra or additional works are done by the order of the Engineer and valued on the basis of cost and current prices.

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. 50,774.00** per Day.

The maximum amount of Liquidated Damages for the whole of the works shall be 10% (ten percent) of the Initial Contract Price.

51.1 Replace the Sub-clause 51.1 with the following: -

'The Employer shall make advance payment to the Contractor in an amount equivalent to 20% of the Initial Contract Price less contingencies less Provisional Sums within 14 Days after furnishing of an unconditional guarantee in a form 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.

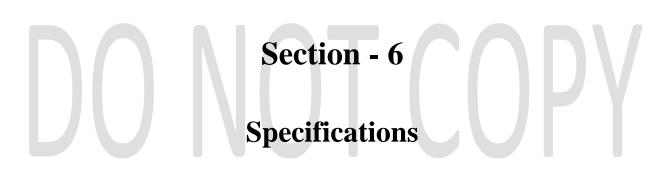
52.1 The Performance Security shall be 5% percent of the Initial Contract Price and shall be issued by a Bank acceptable to the Employer.

Any bond or security issued by Insurance Company Limited is not acceptable.

- 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
- 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.

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**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 Construction Industry Development Authority (CIDA) former ICTAD.

The CIDA (former 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.

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### **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

#### P001. Mobilization and Demobilization

The Contractor shall submit to the Engineer within 14 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**

Itam No.

Payment shall be made according to the schedule submitted by bidder 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 5/10m intervals using an intermittent/frame based system. The pictures shall have information superimposed which facilities location identification (chainages and GPS coordinates) and shall have a playback system which facilities 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 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 vedio file. The file name shall be the road ID number and the file shall be accompanied by a catalogue.

item ivo.	Description	1 ay umi
P(002)	R.O.W.video Survey	km

Description

Dow unit



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

# **Summary of Bill of Quantity**

# 'IMPROVEMENTS OF NAINAMADAMA\_IRANAWILA-CHILLAW (B-640) ROAD (6+000-10+550km)'

#### CONTRACT NO. RDA/RM&M/NWP/RMI/2024/16

Bill No	Description		Amounts / Rs
1	Bill No;01 Pre	liminaries & General	
2	Bill No:02 Site		
3	Bill No;03-Ear	rth Works	
4	Bill No:04-Ba	ses and shoulders	
5	Bill no:05-Sur	face Application	
6	Bill no:06-Inc	idential Construction	
	Sub Total-01		
$\boldsymbol{\mathit{B}}$	Provisional su	ıms (PS)	465,000.00
C	Sub Total -02 (deduct PS from s	without PS (A-B) ub total 01)	
D	Discount if any	Amount in words  Amount in figures	PY
E	Sub Total 03	(C -D)	
F	Sub Total 04 (add PS to sub tot	with PS (E+B) al 03)	
G		sical contingencies 10% (F*10%)	
Н	Allow for pric	e contingencies 5% (F*%)	
I	Bid Price (F-	-G+H) [Form of Bid price]	
J	VAT (18% of	I)	
K	Bid Price wit	h VAT (I+J)	
mount in words:			
gnature:			

# ESTIMATE OF THE EXPENSE NECESSARY TO BE INCURRED FOR THE IMPROVEMENTS OF NAINAMADAMA-IRANAWILA -CHILAW ROAD (B-640)

#### CONTRACT NO:RDA/RM&M/NWP/RMI/2024/16

ITEM NO	RATE NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT RS. Cts.
1.1	P001	Allow for Mobilization and Demobilization	LS	Item	Allow	
1.2	119(1)	Provide all necessary Insurances	LS	Item	Allow	
1.3	119(2)	Provide all necessary Bonds and Guaranties	LS	Item	Allow	
1.4	103(1)	Allow for traffic safety & cotrol providing, erecting and maintaining barricades, road signs, markings, lights etc. and Allow for Environment monitering and mitigation measures	PS	Item	Allow	120,000.00
1.5	P002	Video Logging, Cross Sectional Survey and as built Survey	PS	Item	Allow	345,000.00
SUB TO	OTAL BI	LL NO -01				
BILL N	IO - 02 SI	ΓE CLEARING				
2.1	201(1)	Clearing and grabbing inclusive of removing top soil to an average depth of 0.15m and backfilling/trenches caused by removal of stumps	Sq.m	6600		
SUB TO	OTAL BI	LL NO - 02				
BILL N	O - 03 EA	ARTH WORKS		, , , , , , , , , , , , , , , , , , , ,		
3.1	301(1)	Roadway excavation	Cu.m	387		
3.2	304(3)	Trimming, levelling & compaction of original ground	Sq.m	7330		
		LL NO - 03				

4.1	408(2)	Scarification of existing base	Sq.m	13,760		
4.2	405(1)	Supplying, spreading & compaction of Dense Graded Aggregate Base Course (37.5mm) for edge widening	Cu.m	406.35		
4.3	405(1)	Supplying, spreading & compaction of Dense Graded Aggregate Base Course (37.5mm) for overlaying	Cu.m	2778.3		
4.4	409(1)	Approved soil supply, spreading & compacting using machinery for Shoulder construction	Cu.m	724.5		
UB T	OTAL BI	LL NO -04				
BILL	NO - 05. SI	URFACE APPLICATION				
Layin	g and com	pacting of Supplied Asphalt Regulatin	g course i	using Bino	der Base	
5.1	501(5)	Applying Prime coat using Bitumen Emulsion CSS-1at the rate of 1.0Ltr/Sqm Inclusive blotting material with sand at the rate of 250m <sup>2</sup> /Cum	Sq.m	18,522		DV
5.2	502(1)	Applying Tack coat using Bitumen Emulsion CSS-1 at the rate of 0.50 ltr/sqm.	Sq.m	18,522		
		Supplying, Laying and compacting of 40 mm thick Asphalt wearing	MT	1,816		
5.3	506(1)	course layer using pavers				
		1				
		course layer using pavers				
		course layer using pavers				
SUB T	OTAL BI	course layer using pavers				

# **Section - 8**

## **Standard Bid Forms**

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

## **FORM OF BID SECURITY**

[This Guarantee form shall be filled in accordance with the instructions indicated in brackets] [insert issuing
agency's name, and address of issuing branch or office]
Beneficiary: Director General, Road Development Authority, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla.
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
<ul> <li>i. has withdrawn its Bid during the period of bid validity specified; or does not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter "the ITB") of the IFB or</li> <li>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.</li> <li>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</li> <li>(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</li></ul>
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

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

Ch		

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*				A./
Irrigation*	+			HY
#				
Total				
			Signature of explained by me to the	

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

# Add additional speciality to include all the current projects

this ...... 2024 [date]

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

having understood the contents of same, signed before me at ...... [Place], on

Justice of The Peace

# FORM FROM THE BANK FOR GRANTING THE REVOLVING LINE OF CREDIT

[In Letterhead of the bank]

FROM	:	
TO	:	Director General
		Road Development Authority (RDA)
		1 <sup>st</sup> Floor, "Maganeguma Mahamedura",
		216, Denzil Kobbekaduwa Mawatha,
		Battaramulla, Sri Lanka
NAINAMAI	ward to  OAMA_	bank for providing a line of credit in favour of
under the Con 640) ROAD	tract of <b>'</b> ( <b>6</b> + <b>000-</b>	
Signature and		I of the Bank:
Name		
Designation		on
	•	
Witness:		
		NIC No Signature
Name		
<sup>1</sup> Name of Be	neficiar	y / Bidder
<sup>2</sup> Name of Ba		• •
<sup>3</sup> Name of Be	eneficiar	y / Bidder

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

# **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	\ B	1
Copy of VAT registration or a letter form Inland Revenue that the Bidder is not VAT registered?	4		V
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		