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Eastern University, Sri Lanka
Invitation for Bids (IFB)
National Shopping Method

Rehabilitation and Improvement of Building and other Structures at
Eastern University, Sri Lanka

The Chairman, Department Procurement Committee, on behalf of the Eastern University, Sri Lanka will receive sealed bids from interested eligible and qualified bidders for the works mentioned in the table given below and receiving will be closed at 10.30 a.m. on 23/10/2020. Bidding documents shall be obtained from Senior Assistant Registrar (Capital Works & Planning) up to 22/10/2020 or downloaded from the website of the EUSL. The non-refundable tender fee as mentioned in table below shall be credited to the Account No: 227100140000024 in the Peoples Bank in favor of “Bursar, Eastern University, Sri Lanka” or online at <http://pay.esn.ac.lk/>.

S. No	Name of Work	Estimated Cost Excl. VAT (Rs)	Required ICTAD/CIDA Valid Grade and the Specialty	Bid validity period	Bid Security (Rs)	Bid Security valid up to	Non-refundable tender fee (Rs)
01	Supplying and fixing of Aluminium Partition at Faculty of Agriculture New Building Complex, EUSL, Palachchola	1,000,782.00	C9 or above Building	49 days	12,000.00	05/02/2021	500.00

1. Bidding will be conducted through National Shopping Method.
2. Bids shall be accompanied by a Bid Security which shall be;
 - in the format included in the Bidding document
 - in favour of **Vice Chancellor, Eastern University, Sri Lanka**
 - amount and validity period as mentioned above
 - issued by a commercial bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka or Construction Guarantee Fund
3. Sealed Bids shall be delivered to The Chairman, Department Procurement Committee, Eastern University, Sri Lanka Vantharumoolai, Chenkalady. The bids received after the closing time and date will be rejected.
4. Bids will be opened immediately after the closing time at the above address.
5. Bidders or their authorized representatives are allowed to be present at the opening of Bids.

6. Interested bidders may obtain further information from the Senior Assistant Registrar (CW & P) / Works Engineer of Eastern University, Sri Lanka at Chenkalady during any working days during office hours from 9.00hrs to 15.00hrs. The Senior Assistant Registrar (CW & P) may be contacted on Telephone 065 2240589 and the Works Engineer on 065 2240582
7. Pre-Bid meeting will be held on 19/10/2020 at 10.00 am at the of office of the Senior Assistant Registrar/Capital Works and Planning of the Eastern University, Sri Lanka.

The Chairman

Department Procurement Committee

Eastern University, Sri Lanka

Vantharumoolai

Chenkalady.

09/10/2020

Section 01
Instructions to Bidders

(a) INSTRUCTION TO BIDDERS

Instruction to Bidders applicable to this contract shall be First Edition - September 2003 of Standard Bidding Document of Works - Minor Contracts (ICTAD/SBD/03) in Sri Lanka, published by the Institution of Construction Training and Development (ICTAD), (Presently CIDA), Sri Lanka.

This publication (ICTAD/SBD/03) can be purchased at the Institute of Construction Training and Development (ICTAD), Swasiripaya,123, Wijerama Mawatha,Colombo 7.

Instruction to Bidders Shall be Read in Conjunction with Section - 5.

Instruction to Bidders will not be a part of the contract and will cease to have effect once the contract is signed

Section 02
Standard Forms (Contract)

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

FORM OF LETTER OF ACCEPTANCE

[Letter head paper of the Employer]

..... [date)

To:

.....[name of the Contractor)

.....[address of the Contractor)

This is to notify you that your Bid dated..... for construction and remedying defects of the..... .. [name of the Contract and identification number, as given in the Contract Data) for the Contract price of Rupees..... (amount in figures and words) as corrected in accordance with Instructions to Bidders and! or modified by a Memorandum of Understanding² (if any), 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:.....,..... (fill as per Clause 6.1 of Conditions of Contract).

The amount of Performance Security is: (fill as per Clause 4.4 of Conditions of Contract).

The deadline for submission of Performance Security is..... (fill as per Clause 4.4 of Conditions of Contract).

Authorized Signature:.....

Name and title of Signatory.....

Name of Agency:

FORM OF AGREEMENT

This Agreement made the [day] of [month] 20..... [year], between [name and address of Employer] (hereinafter called and referred to as "the Employer"), of the one part, and [name and address of Contractor] (hereinafter called and referred to as "the Contractor"), of the other part:

Whereas the Employer desires that the Contractor execute [name and identification no of Contract](hereinafter called and referred to as "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract hereinafter referred to.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete the Works and remedy any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

.....
Authorized signature of Contractor

.....
Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of
Witnesses:

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

**FORM OF PERFORMANCE SECURITY
(Unconditional)**

NUMBER:..... DATE:.....

SUM GUARANTEED:

To: *The Vice Chancellor,
Eastern University, Sri Lanka,
Vantharumoolai, Chenkalady.*
(hereinafter called and referred to as "the Employer")

WHEREAS..... *[name and address of Contractor]* (hereinafter called and referred to as "the Contractor") has undertaken, in pursuance of contract No..... datedto execute..... *[name of Contract]* (hereinafter called and referred to as "the Contract");

AND WHEREAS it has been stipulated by the Employer in the said Contract that the Contractor shall furnish the Employer with a Guarantee issued by a recognized organization for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rupees..... *[amount of guarantee]**[amount in words]*, such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay the Employer, upon the Employer's first written! demand and without cavil or objection, any sum or sums within the said amount as aforesaid without the Employer's needing to prove or to show grounds or reasons for the Employer's demand for the sum specified therein.

We hereby waive the necessity of the Employer's demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between the Employer and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

This guarantee shall be valid until a date 28 days from the date of issue of the Taking Over Certificate.(after completion of successful defects liability period)

Signature and the Seal of the Guarantor:

Name of the Bank:

Address:.....

Date:

Witness:

FORM OF ADVANCE PAYMENT SECURITY

NUMBER:..... DATE:.....

SUM GUARANTEED:.....

To: *The Vice Chancellor*
Eastern University, Sri Lanka
Vantharumoolai, Chenkalady.
(hereinafter called and referred to as "the Employer")

Name of the Contract :.....

In accordance with the provisions of the Conditions of Contract, of the above mentioned contract

..... (*name and address of contractor*) (hereinafter called and referred to as "the Contractor") shall deposit with the Employer a bank guarantee to guarantee its proper and faithful performance under the said Contract in and amount of [*amount of guarantee*] [*amount in words*]

We, the [*the name and address of the organization*], as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Employer on its first demand without whatsoever right of cavil and objection on our part and without the Employer's needing to prove or to show grounds or reason for the Employer's demand for the sums specified therein and without its first claim to the Contractor, in the amount not exceeding Rupees [*amount of guarantee*] [*amount in words*] such amount to be reduced periodically by the amounts recovered by the Employer from the proceeds of the contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract document which may be made between the Employer and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

No drawings may be made by the Employer under this guarantee until we have received notice in writing from the Employer that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Contractor under the Contract until the Employer receives full repayment of the same amount from the Contractor.

Signature and the Seal of the Guarantor:

Name of the Bank:

Address.....

Date:

Witness:

FORM OF RETENTION MONEY GUARANTEE

NUMBER:.....

DATE:.....

SUM GUARANTEED:

To: *The Vice Chancellor*
Eastern University, Sri Lanka
Vantharumoolai, Chenkalady
(hereinafter called and referred to as "the Employer")

Whereas, it has been stipulated by the Employer in clause 10.5 of the Conditions of Contract that he would release to the contractor the full sum mentioned under the contract in pursuance of clause 10.5, on the contractor furnishing an unconditional guarantee acceptable to the Employer to the full value of the retention money, valid upto 28 days beyond the end of the Defects Notification Period.

We.....(name and address of the
Guarantor)

as instructed by the Contractor, unconditionally and irrevocably, guarantee to pay the Employer upon the Employer's first written-demand and without cavil or objection, any sum or sums within the said amount as aforesaid without the Employer's needing to prove or to show grounds or reasons for the Employer's demand for the sum specified therein and the said amount of Rupees.*amount of Guarantee*
..... [*amount in words*] in the event the contractor fails to carry out his obligations to rectify defects which he is responsible to rectify under the contract.

This guarantee shall be valid up-to..... [*date*]

Signature and Seal of the Guarantor:.....

Name of Bank :.....

Address:.....

Date:

Witness:.....

FORM OF BID SECURITY

To: *The Vice Chancellor,
Eastern University, Sri Lanka
Vantharumoolai, Chenkalady*

WHEREAS, [name of bidder] (hereinafter called and referred to as "the Bidder") has submitted its Bid dated ...[date] for the Design and Construction of.....[name of Contract] (hereinafter called and referred to as "the Bid.").

KNOW ALL PEOPLE by these presents that WE [name of organization] having our registered office at..... (hereinafter called and referred to as "the Guarantor"), are bound unto [name of Employer] (hereinafter called and referred to as "the Employer") in the sum of Sri Lanka Rupees.....1 for which payment well and truly to be made to the said Employer, the Guarantor binds itself, its successors, and assignees by these presents.

SEALED with the Common Seal of the said Guarantor this day of.....20.....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified in the bidding documents; or
2. If the Bidder refuses to accept the correction of errors in its Bid; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Employer, during the period of bid validity, fails or refuses to:
 - (a) execute the Form of Contract Agreement; or
 - (b) furnish the Performance Security, in accordance with the Instructions to Bidders

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by us no later than the above date.

DATE..... SIGNATURE OF THE GUARANTOR.....

WITNESS..... COMMON SEAL

.....
(Signature, Name, and Address)

The bidder should insert the amount of the guarantee in words and figures.

Section 03
Conditions of Contract

***Conditions of Contract Shall be Read in
Conjunction with Contract Data***

a) GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract applicable to this contract shall be First Edition - September 2003 of Standard Bidding Document of Works - Minor Contracts (ICTAD/SBD/03) in Sri Lanka, published by the Institution of Construction Training And Development (ICTAD), Presently CIDA, Sri Lanka.

This publication (ICTAD/ SBD/ 03) can be purchased at the Institute of Construction Training and Development (ICTAD), Sawsiripaya, 123, Wijerama Mawatha, Colombo 07.

Conditions of Contract Shall be Read in Conjunction with Schedules Section.5

Section 04

Form of Bid and Qualification Information

FORM OF BID

Name of Contract: Supplying and fixing of Aluminium Partition at Faculty of Agriculture New Building Complex, EUSL, Palachchola.

To: **The Vice Chancellor
Eastern University, Sri Lanka,
Vantharumoolai, Chenkalady.**

Gentlemen,

1. Having examined the Conditions of contract given in the Standard Bidding Document - Procurement of Works - Minor Contracts [ICTAD/SBD/03 - First Edition, September 2003], Schedule, Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Schedule, Specifications, Drawings, Bills of Quantities and Addenda for the sum of Sri Lankan Rupees
.....
....(LKR.....) (Excluding VAT) or such other sums as may be ascertained in accordance with the said Conditions.
2. We/I acknowledge that the Schedule forms part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedule.
4. We/I agree to abide by this Bid for the period of 49 days from the date of closing of bids or any extended period 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/me.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of.....20.....in the capacity of
.....duly authorized to sign tenders for and on behalf of
(IN BLOCK CAPITALS)

Signature

Address:

Witness:.....

Qualification Information

	Eligibility Requirement	Bidder's Qualification	
ICTAD Registration		To be filled by the Bidder	
Registration Number			
Grade	C9 or above		
Specialty	Building		
Expiry Date			
VAT Registration No			
Construction Program	(attached as annex) – To be submitted by the Bidder along with the Bid		
Legal Status	(Public company/Private Company/Partnership/Sole Proprietor) (attach the copies of the legal status)		
Authentication of signatory	Signatory of the bid should be duly authorized. Copy of the Board Resolution or power of Attorney for other than Sole Proprietor should be submitted along with the bid.		
Value of Construction works performed during last 5 years	Eligibility Requirement (Rs)	Bidder's Qualification (To be filled by Bidder)	
Year 2019			
Year 2018			
Year 2017			
Year 2016			
Year 2015			
Average			
	Eligibility Requirement	Bidder's Qualification (To be filled by Bidder)	
Value of similar works completed in last 03 years (indicate only the three largest projects) Note: The bidder should submit evidence for this		1. Year..... Amount Rs.....	
		2. Year..... Amount Rs.....	
		3. Year..... Amount Rs.....	
Major items of construction equipment proposed	Type and capacity (insert requirement)	Required Nos.	Proposed by bidder (Make, Capacity)
	1. Electrical Tools	Item	
	2. Aluminum works tools	Item	
		Item	

Qualification an experience of key staff	Category, experience and qualifications (insert requirement)	Required Nos.	Proposed by bidder (name, experience and qualifications)
	1.Technical Officer: NCT(Civil) 01 years' experience.	01	
List other information required			

Signature of the Bidder:

Name and Address of the Bidder

Section 5 Schedules

Schedule

ITB Clause	Conditions of Contract Clause	Item	Data
1.	1.1.8	Employer is:	Name: Vice Chancellor Address: <u>Eastern University,</u> <u>Sri Lanka, Vantharumoolai, Chenkalady.</u>
2.	1.1.10	Engineer is: Engineer Representatives:	Name: <u>Works Engineer</u> Address: <u>Eastern University,</u> Works Superintendent & Works Supervisor Eastern University.
1.&13	1.1.21	Summary of works	the works consists of: Supplying and fixing of powder coated Aluminium partitioning Located at: Palachcholai <u>Contract Number:</u> EUSL/CW&P/Alu.Partition/2020/01
1.	1.1.14	Intended Completion Date	Intended completion date is 90 Calendar days from the start date.
2.		Source of fund	The source of fund is <u>GOSL</u> .
3.		Eligibility	The requirement is; * As mentioned in the IFB
12. 13.		Document of the Bid Price Adjustment	Any other information..... The contract is not subject to price adjustment in accordance with sub clause 10.9 of the Conditions of Contract.
31	4.4	Performance Security	Amount of Performance o Security required is 05% of the Initial Contract price. issued by any commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka or Construction Guarantee Fund

		The form acceptable is as given under Section.2
6.4	Late Completion	The amount to be paid is 0.05 % of Initial Contract price per day, subjected to maximum of 10 %of Initial Contract price.
8.1	Notification of defects	the period for Defect is 180 days from taking over.
10.3	Retention	The amount of retention is 10 % Of Initial Contract Price. The maximum amount of retention is 5 % of Initial Contract Price.
10.3	Employer's Payment Guarantee	Insert the following: On production of the Performance Security by the Contractor, the employer shall obtain a payment guarantee from a Bank, up to a 10% of the Initial Contract Price. The Employer shall deliver this guarantee within 28 days of signing the Contract Agreement. In the event, the Engineer has certified the bill of the Contractor and the payment is not paid within the stipulated period of time, the Contractor shall request the Employer to issue a certificate to the Bank, where the payment guarantee has been issued, to pay 75% of the certified bill, after deducting all dues to the employer. The guarantee shall be returned to the employer at the earliest of the following employer. (a) When the final payment is made to the Contractor. (b) When the obligations under the guarantee have been expired or discharged; or (c)When the contractor has performed all obligations under the contract.

10.5	Optional method Retention	For payment of On reaching the limit of the retention stated in the schedulers under Sub Clause 10.3 the Contractor may substitute full retention money with an unconditional guarantee acceptable to the employer to a value equal to the full retention money, and valid up to 28 days beyond the end of defects notification period. On receipt of such guarantee the employer shall repay the full retention money.	
13.1 (c)	Insurance, third Party	Minimum amount for third party insurance 110 % of the initial contract price.	
13.1 (d)	Insurance for Employer and Contractor's personal	Minimum amount for Insurance for Employment and contractor's Personal is Rupees 500,000.00 for each event.	
33	1.1.11	Adjudicator	The Adjudicator proposed by the employer is As per 14.1 or 14.3
	14.1		If the bidder disagrees with the proposal of the Employer or the Adjudicator was not proposed Then the Adjudicator shall be appointed by the Appointing Authority who shall be the Institute Constriction Training Development (ICTAD)/ (presently CIDA)
14.2			Hourly rate:..... Reimbursable cost:..... (i.e.traveling,subsistence, accommodation etc)
			Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared equally by the Contractor and the Employer

Section 06
Specifications

GENERAL SPECIFICATIONS

Tenderers are hereby requested to refer and peruse the SPECIFICATIONS published by the Institute of Construction Training and Development (ICTAD)/CIDA listed hereinafter.

1. Specification for WATER SUPPLY, SEWERAGE AND STORM WATER DRAINAGE WORK - ICTAD Publication No. SCA/3/2 2
2. Specification for BUILDING WORK (Volume I) – ICTAD Publication No. SCA/4 – (Volume I)
3. Specification for BUILDING WORKS - Volume 2-ICTAD Publication No. SCA/4- (Volume II)
4. Specification for ELECTRICAL AND MECHANICAL WORKS Associated with Building and Civil Engineering - ICTAD Publication No. SCA/8 Second Edition (Revised) – August 2000

Any other Standard Specifications approved by the Government.

Note: The above documents should be made available at the Site by the Contractor

Section 07
Bill of Quantities

**BOQ FOR SUPPLYING AND FIXING OF ALUMINIUM PARTITION AT FACULTY OF AGRICULTURE
NEW BUILDING COMPLES, EUSL,PALACHCHOLAI.**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>A - METAL WORKS</u>				
A -01	Supplying and fixing of 76mm Aluminium Partition using approved quality powder coated section bars (colour shall match with existing partition) 5mm thick glass (Clear glass) and 4mm thick double side white colour composit board with necessary accessories with firm fixing (Sample should be submit to approval by enginner before commence the work)	Sq.m	83.00		
A -02	Supplying and fixing of 100mm Aluminium powder coated (colour shall match with existing partition) Door Single hung glazed & panelled (4mm white cladding sheet) at bottom - with necessary butt hinges, locking arrangements and Door closer (Sample should be submit to approval by enginner before commence the work)	Sq.m	15.00		
A-03	Supplying and pasting sand blast sticker for aluminium partition and door (Glass only) as directed by engineer (Sample should be submit to approval by enginner before commence the work)	Sq.m	72.00		
	Sub Total -01				
	Ddt: Discount (if any)				
	Sub Total -02(after Discount)				
	Add: VAT 8%				
	Grand Total				

Amount in Words:.....
.....

Signature of the Bidder with seal:.....

Name of Bidder:.....

Address of Bidder:.....

Date:

Witness of the Signature:

Name: Signature:.....

Name: Signature:.....

