

**CEYLON PETROLEUM STORAGE TERMINALS
LIMITED**

NATIONAL COMPETITIVE BIDDING

BIDDING DOCUMENT

FOR

**PROPOSED RENOVATION FOR THE CPSTL
QUARTERS (9 NOS.UNITS) AT JAYANTHIPURA,
BATTICALOA**

KPR/09/2023

Employer:

Chairman,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Engineer:

Manager,
Premises & Engineering Services Function,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Issued to :

Issued by :

Date :

December 2022

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VOLUME - 01

- SECTION 01 : INSTRUCTIONS TO BIDDERS***
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SECTION - 1

INSTRUCTIONS TO BIDDERS

Instructions to Bidders applicable to this contract are that given in Section-I of the Standard Bidding Document for Procurement of Works. CIDA Publication No.ICTAD/SBD/01, Second Edition ,January 2007, published by the Construction Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

Instructions to Bidders shall be read in conjunction with the Bidding Data provided under section-5 of the Bidding Document (Volume 2)

Instructions to Bidders will not be a part of the contract.

SECTION – 2

STANDARD FORMS

Form of letter of acceptance

Form of agreement

Form of performance security

Form of advance payment security

FORM OF LETTER OF ACCEPTANCE
[LETTER HEADING PAPER OF THE PROCURING ENTITY]

----- [date]

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

This is to notify you that your bid dated ----- *[insert date]* for the construction and remedying defects of the ----- *[name of the Contract and identification number]* for the Contract price of ----- *[name of currency]* ----- *[amount in figures and words]* as corrected in accordance with Instructions to Bidders and / or modified by a Memorandum of Understanding, is hereby accepted.

The adjudicator shall be ----- *[name and address of the Adjudicator, if agreed]* / shall be appointed by the Construction Industry Development Authority (CIDA).

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 the date as per Conditions of Contract).*

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

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

Authorized Signature : -----

Name and title of Signatory: -----

Name of Agency: -----

STANDARD FORM: AGREEMENT

This AGREEMENT, made the -----[day] day of -----[month] 20----- [year] between -----[name and address of Employer] (hereinafter called “the Employer”) of the one part, and ----- [name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer desires that the Contractor execute -----
[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the 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 the remedying of defects wherein 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 thereto 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)

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

Beneficiary: Ceylon Petroleum Storage Terminals Limited

Date:

PERFORMANCE GUARANTEE NO. :

We have been informed that
..... (Name of Contractor)
(hereinafter called "the Contractor") has entered into Contract
No. (Reference No. of the Contract)
dated With you, for
the [name of the contract and brief description of
works](hereinafter called "the Contract").

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

At the request of the Contractor, we
..... (name of agency) hereby
irrevocably undertake to pay you any sum or sums not exceeding in total an amount
of (amount in
figures)
..... (amount in words) upon receipt by us of your first
demand in writing accompanied by a written statement stating that the Contractor is in
breach of its obligation(s) under the Contract, without your needing to prove or to show
grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of 2023 (insert
date, 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.

.....
Signature(s)

FORM OF ADVANCE PAYMENT SECURITY

.....
.....
(Name and Address of Agency, and Address of Issuing Branch or Office)

Beneficiary : Ceylon Petroleum Storage Terminals Limited

Date:

ADVANCE PAYMENT GUARANTEE NO. :

We have been informed that
..... (Name of Contractor) (hereinafter called "the Contractor") has entered into Contract No. (Reference No. of the Contract) dated
With you, for the [name of contract & brief description] (hereinafter called "the Contract").

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

At the request of the Contractor, we
..... (name of issuing agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures) (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on (insert date, 28 days beyond the expected expiration Date of the contract)

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

.....
Signature(s)

SECTION – 3

❖ *CONDITIONS OF CONTRACT*

CONDITIONS OF CONTRACT

Condition of Contract that will be applicable for this Contract is that given in Section 3 of the Standard Bidding Document for Procurement of Works “CIDA PUBLICATION NO. – ICTAD/SBD/01” Second Edition January 2007 published by the Construction Industry Development Authority (CIDA).

Conditions of Contract shall be read in conjunction with Contract data provided under Section-5 of the Bidding Document (Volume 2).

DRAFT

VOLUME - 02

INVITATION FOR BIDS

SECTION 04 :	FORM OF BID AND QUALIFICATION INFORMATION
SECTION 05 :	SCHEDULE
SECTION 06 :	SPECIFICATIONS
SECTION 07 :	BILL OF QUANTITIES AND DAY WORK SCHEDULES
SECTION 08 :	STANDARD FORMS (BID)

Invitation for Bids (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED PROPOSED RENOVATION FOR THE CPSTL QUARTERS (9 NOS. UNITS) AT JAYANTHIPURA, BATTICALOA.

The Chairman, Departmental Procurement Committee (DPC), on behalf of the *Ceylon Petroleum Storage Terminals Limited, Oil Installation, and Kolonnawa* now invites sealed bids from eligible and qualified. Bidders for Proposed Renovation for the CPSTL Quarters at Batticaloa .

The work consists of demolition work, water proofing, Ceiling work, finishes, Doors and windows, Plumbing work, Roofing work, Miscellaneous work.

The Construction period is Four (04) Months.

1. Bidding will be conducted through **National Competitive Bidding Procedure**.
2. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements

CIDA registration required

Specialty	Grade
Building Construction	C4 / C 5

3. Qualification requirements to qualify for contract award include
 - (a) Experience Required
The bidder should have completed at least 03 projects as the main contractor with similar nature and complexity during ten years. (If a single contractor couldn't full fill the above grading requirement, joint ventures can be formed for this project)
 - (b) Average annual volume of construction work performed in last 5 years shall be at least Rs. 125.0 million.
 - (c) Required amount of Credit Facilities shall be at least Rs. 21 million specifically for the project.
 4. Interested parties may refer the bidding documents (*only for viewing purpose*) and obtain necessary information through the website www.cpstl.lk and inspect the bidding documents at the address given below from 0900hrs to 1400 hrs of working days
 5. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to The **Manager (Procurement), Procurement Function, Ceylon Petroleum Storage Terminals Limited, 1st floor, New Administration Building, Oil Installation, Kolonnawa** from 03.03.2023 until 22.03.2023 during office days from 09 00 hrs to 14 00 hrs. on the production of the receipt for the payment of Rs. 7,500.00 made as non-refundable fee made by cash to the CPSTL.
1. Bids shall be submitted on the bidding document obtainable from Procurement Function and duly filled bidding documents may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st

Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on 23.03.2023.**

In case the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to tenders@cpstl.lk to reach on or before **1400 hrs. on 23.03.2023**, subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. The title and the closing date of the tender shall be indicated as the subject of the email.
3. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e. 01 of 03, 02 of 03 etc.,).
4. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to Any other email IDs is strictly not entertained.
5. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.
6. Bids shall be valid up to **22.06.2023**
7. All bids shall be accompanied by a Bid Security of **Rs. 280,000.00 (Rupees Two Hundred Eighty Thousand Only)**. Bid Security shall be valid up to **20.07.2023**
8. Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million (LKR 5,000,000)**.
 - i. An agent, sub-agent, representative or nominee must be registered **prior to the closing of the Bid/Tender.**
 - ii. If the tender applicant and the tenderer is the same party he must be registered prior to the **award of the tender.**

However, this registration will be verified by CPSTL at the preliminary evaluation of Bids. In case of failure to meet this legal requirement, the Bid shall be rejected.

Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk (Contact details

**Chairman,
Department Procurement Committee (Minor),
C/o Manager Procurement,
Procurement function,
Ceylon Petroleum Storage Terminals Limited,
Kolonnawa Oil Instalation.
Wellampitiya.**

Telephone: +94 11 2572156, +94 11 5750764

Fax : +9411 2572155

Email : procure@cpstl.lk

SECTION – 4

- ❖ ***FORM OF BID***
- ❖ ***QUALIFICATION INFORMATION***

FORM OF BID

Name of Contract: PROPOSED RENOVATION FOR THE CPSTL QUARTERS
(9 NOS.UNITS) AT JAYANTHIPURA,BATTICALOA.

To: **The Chairman,
Department Procurement Committee
C/O Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, new Building,
Oil Installation, Kolonnawa, Wellampitya.**

Gentleman,

1. Having examined the Standard Bidding Document – Procurement of Works (ICTAD/SBD/01 – Second Edition – January 2007), Specifications, Drawings and Bill 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 defects therein in conformity with the aforesaid Conditions of Contract, Specification, Drawings, Bill of Quantities and addenda for the sum of SriLankanRupees..... (LKR) 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 Contract Data, and to complete the whole of the Works comprised in the contract within the time stated in the Contract Data.
4. We/I agree to abide by this bid for the period stated in the Sub-Clause 15 of Instructions to Bidders 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.
6. We accept/ we do not accept the Adjudicator.
7. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated thisday of 2023 in the capacity
of duly authorized
to sign tenders for and on behalf
of

(IN BLOCK CAPITALS)

Signature :

Name :

Designation:

Address :

.....

Witness :

Qualification Information*(To be completed and submitted by the bidder, with the Bid)*

CIDA Registration	
Registration number	<i>(attach copies of relevant pages from the registration book)</i>
Grade	C4 /C5
Specialty	Building Construction
Expiry Date	
Blacklisted Contractors	
Have you been declared as a defaulted contractor by NPA or any other Agency?	
IF yes provide details	
VAT Registration Number	
Construction Program	<i>(attach as annex)</i>
Legal status	<i>(attach relevant status copies, as annex)</i>
Value of Construction works performed in last 5 years	<i>(attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure statement)</i>
Year	
Year	
Year	
Year	
Year	
Value of similar works completed in last 5 years (indicate only the three largest projects)	1. Value _____ Year 2. Value _____ Year 3. Value _____ Year <i>(attach copies of Certificate of Completion etc., as annex)</i>
Major items of construction equipment proposed	1. Type _____ Capacity 2. Type _____ Capacity 3. Type _____ Capacity 4. Type _____ Capacity 5. Type _____ Capacity
Qualification and experience of key staff – Site & Head Office (Permanent, Contract basis & Consultants)	Technical: 1. 2. 3. Managerial: 1. 2.
Other information requested under ITB Clause 4.1	Detailed Method Statement <i>(attach as annex)</i>

Signature of the Bidder :

SECTION 5

❖ *BIDDING DATA AND CONTRACT DATA*

Bidding Data

Instructions to Bidders

Clause Reference

(1.1) The Employer is :

Name: Ceylon Petroleum Storage Terminals Limited

Address: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.

“Proposed renovation for the CPSTL Quarters (9nos.units) at Jayanthipura,Batticaloa”

The scope of work of the contractor is defined in general and shall include the following, but not limited to the same. The bidder shall also carry out all the related work that are not listed in this document, but required for completion of the entire work as specified in this Bidding Document.

- (i) The work consists of Demolition and dismantling work, water proofing, finishes including Plastering, Painting and Tilling ,Doors and windows, Roofing work and Miscellaneous work.
- (ii) The Contractor shall procure of all materials, equipment, machineries, tools, consumables that are necessary for completion of above works. Loading, handling and transportation of all materials from the supply point to store at work site / Contractor’s store as per the requirement of the job.
- (iii) The Contractor shall do the all type testing for construction and submit the reports to CPSTL.
- (iv) The Contractor shall also carry out the jobs that are not specifically mentioned in this Bidding Document but required for successful completion of the job in all respects as per the standards, drawings and codes.

(1.2) Intended Completion Date is **four (4) Months** from the Start Date.

(1.3) The office for collection of bid forms is

Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa, Wellampitiya,
Sri Lanka.

The non-refundable fee is Rupees **7,500.00**

The Bid forms will be issued **from 03.03.2023 up to 22.03.2023** during office days from 09.00 hrs to 14.00 hrs

(2.1) The source of funds is **CPSTL**

(4.2) The registration required
CIDA registration required

Specialty	Grade
Building Construction	C4 / C5

(4.3) The following information shall be provided in Section 4:

- * CIDA Registration;
Registration number
Grade
Specialty
Expiry Date
- * VAT Registration number
- * Construction Programme
- * Legal Status (Sole proprietor, Partnership, joint venture, Company etc.)
- * Total monetary value of construction work performed for each of the last five years;
- * Experience in works of a similar nature and size for each of the last ten years;
- * Major items of construction equipment proposed to carry out the Contract;
- * Qualifications and experience of key site management and technical personnel proposed for the Contract;
- * Any other.

- (4.4)
- * Average of the annual volume of construction work performed in the last five years shall be at least **Rs. 125,000,000.00 (Rupees One Hundred & Twenty Five Million Only)**
 - * The bidder should have completed at least 03 projects as the main contractor with similar nature and complexity during ten years. (If a single contractor couldn't fulfill the above grading requirement, joint ventures can be formed for this project)
 - * Following technical and managerial staff:

A Site Engineer with Bsc.(Eng.) with minimum 01 year experience and A Technical Officer with NDT or equivalent with minimum 05 years experience should be assigned to the project full time basis. This is the minimum requirement and the successful bidder shall assign all other necessary staff to enable compliance with all other contractual stipulations. During defects liability period at least one technical officer should be stationed at the site.
 - * The minimum amount of liquid assets and /or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than **Rs. 21,000,000.00 (Rupees Twenty One Million Only).**

(7.1) Site visit

Prior to submitting a bid, bidders shall familiarize themselves and shall be deemed to have done so. The bidders shall inform Manager (Premises and Engineering Services), Premises and Engineering Services Function, Oil Installation, CPSTL, Kolonnawa (Tel. 011-2572157, Fax No. 011-2572157) at least 02 days in advance with their names, NIC Numbers/Passport Numbers so that the CPSTL will arrange required permits for the site visit.

The bidders are advised to limit the number of persons, for the visit, due to the security reasons, at the Jayanthipura housing units area. Site visit will be permitted during 0830 – 1600 hrs except Sundays and mercantile holidays. The cost of such visits shall be borne by the bidder.

(9.1) Employer's address for the purpose of clarification is;

Name: Manager Procurement
Address: Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa,
Wellampitiya.
Telephone: 0112572156
Fax: 0112572155
Email: procure@cpstl.lk

(11.1) The language of the bidding document shall be English.

(13.3) 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.

(13.4) The Contract is **subjected** to price adjustment in accordance with Clause 47 of the Conditions of Contract.
The adjustment to the Contract price in respect of changes in Cost shall be determined from following formula:
$$F = \frac{0.966(V - V_{na})}{100} \sum \frac{P_x(I_{xc} - I_{xb})}{\text{All inputs } I_{xb}}$$

(14.1) Not Applicable

(15.1) The Bid shall be valid up to **22.06.2023**

(16.1) Bid shall include a Bid Security using the form included in Section 9.

(16.2) Bid Security shall be:

- For an amount Rs. **280,000. 00 (Rupees Two Hundred Eighty Thousand Only).**
- Valid up to **20.07.2023**
- Securities and Guarantees shall be on demand guarantees issued by a commercial bank operating in Sri Lanka with the valid license issued by the monetary board of Sri Lanka-Central bank of Sri Lanka

(17.0) Pre Bid meeting

Venue: Premises and Engineering Services Function
Ceylon Petroleum Storage Terminals Limited
Oil Installation, Kolonnawa,
Wellampitiya.

Date: **20.03.2023**

Time: 1000 a.m.

(19.2) a The Employer's address for the purpose of Bid submission is
**The Chairman, Departmental Procurement Committee,
C/O Manager Procurement,
Ceylon Petroleum Storage Terminals Limited
Procurement Function, 1st floor, New Building,
Oil Installation, Kolonnawa,
Wellampitiya.**

(19.2) b Contract name: Proposed renovation for the CPSTL Quarters (9 nos. units) at
Jayanthipura, Batticaloa.

Contract no. KPR/09/2023

(20.1) The deadline for submission of Bids shall be 14.00 hrs on **23.03.2023**

(28.1) Not applicable

(30.0) Deleted

(34.0) The amount of Performance Security is 5% of the Initial Contract Price.

(36.0) The Adjudicator proposed by Employer shall be **the Construction Industry Development Authority (CIDA)**

Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared by the contractor and the Employer. 50% by the Employer and 50% by the Contractor.

Contract Data

(Please note that the Clause nos. given hereunder are that of Conditions of Contract)

(1.1) The Employer is
 Name: Ceylon Petroleum Storage Terminals Limited
 Address: Ceylon Petroleum Storage Terminals Limited,
 Oil Installation, Kolonnawa,
 Wellampitiya.

Employers Representative
 Name: Manager Procurement
 Address: Ceylon Petroleum Storage Terminals Limited,
 Procurement Function, New Building,
 Oil Installation, Kolonnawa,
 Wellampitiya.

(1.1) The Engineer is
 Name: Manager (Premises and Engineering Services)
 Address: Premises and Engineering Services Function,
 Ceylon Petroleum Storage Terminals Limited,
 Oil Installation, Kolonnawa,
 Wellampitiya.

(1.1) The Site is located at Jayanthipura, Batticaloa.

(1.1) The Start Date shall be 14 Days from the Letter of Acceptance.

(8.1) Schedule of other contractors: None

(9.1) Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined,
 (a) Technical

Designation	Qualification	Experience
Site Engineer	BSc. (Eng.)	01 year
Technical Officer (01nr)	NDT or equivalent	05 years

(13.1) The minimum insurance covers shall be:

(a) • The minimum cover for insurance of the Works and of Plant and Materials

is 110% of initial Contact Price

- The maximum deductible for insurance of the Works and of Plant and Materials is 5% of initial Contract Price

(b) • The cover for loss or damage to Equipment is Contractor's responsibility.

(c) • The minimum cover for insurance of other property (other than the Site) is Rs. 3,000,000.00

(d) The minimum cover for personal injury or death,

- for third party and employees of the Employer and other persons engaged by the Employer in the Works is Rs. 1,000,000.00 per person, per event.

(a) The minimum cover for personal injury or death of workmen or other employees of the contractor engaged in the works is Rs. 1,000,000.00 per person.

(13.2)

(17.1) The Intended Completion Date for the whole of Works shall be **Four (04) Months** from the Date of Commencement of Works

Working Hours

- i. Normal working hours of CPSTL from Monday to Friday is from 0730 hrs. to 1645 hrs.
- ii. In the work program Saturday also can be considered as a working day and from Monday to Friday up to 1800 hrs also can be considered as a working hours by the contractor. But to work on Saturday and up to 1800 hrs the contractor is required to obtain prior permission since the offices are normally closed on Saturdays and after 1645 hrs.
- iii. However, working on statutory holidays, Sundays and after 1800 hrs. on working days will not be permitted.
- iv. Provided always that provision of above (iii) shall not be applicable in the cause of any work which it is customary to carry out, outside the normal working hours by rotary or double shifts.

(19.1)

- i. Special Safety Conditions
- ii. Fire blanket are to be laid before starting hot work at site wherever required.
- iii. The work/workers should conform to the Fire & Safety rules and regulations of CPSTL and they should wear suitable personal safety equipment when working at site.
- iv. Before work of any nature is commenced in any area it is necessary to obtain excavation permits, safety certificates and if the work involves sparks or flames also a hot work permit from the Fire & Safety Section of the CPSTL, Kolonnawa depending on nature of work. All precautions stipulated in these documents must be observed by the contractor and his employees. If the work cannot be completed in the period for which these documents are valid the work shall be discontinued until the documents have been renewed.

- v. All contractor's personnel shall abide by the security regulations prevailing and those which might be enforced as and when necessary due to changed circumstances.
- vi. The contractor shall, except if and so far as the contract provides otherwise, indemnify the CPSTL against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:
 - vii. the permanent use or occupation of land by the works or any part thereof;
 - viii. the right of the CPSTL to execute the works or any part thereof on, over, under, in or through any land;
 - ix. injuries or damage to persons or property resulting from any act or neglect of the CPSTL, his agent, servants or other Contractors, not being employed by the Contractor, or for or in respect of any claims proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the damage or injury.

(21.1) The Site Possession Date shall be **14 Days** from Letter of Acceptance

(27.1) The Contractor shall submit a program for the Works within **14 Days** of delivery of the Letter of Acceptance.

(27.3) The Program will be updated **Monthly**.

If any time should it appear to the Engineer that the actual progress of the work does not conform to the approved program, the contractor shall produce, at the request of the Engineer a revised program showing the modifications to the previously approved program necessary to ensure completion of the work within the stipulated time of completion.

Withholding amount is 5% of the immediate claim.

(27.4)

(35.1)

The Defects Liability Period is **180** Calendar Days.

(39.2)

Not applicable.

(46.1)

All Payments shall be made in Sri Lanka Rupees.

(47.1)

The Contract Price is **subjected** to price adjustment
Weighting of inputs:

No.	CIDA No.	Name of Input	Percentage
1	M16	Asbestos roofing sheets	18%
2	M 26	Electrical Wires	6%
3	M 27	Wall Paint	8%
4	M 38	Electrical Fittings	14%
5	L1	Skilled Labour	37%
6	L3	Unskilled Labour	7%
Sub Total			90%

Non adjustable element shall be:

BOQ Item Numbers: A,B.1,C.1,D.1,E.1,F.1,G.1,H.1

(48.1)

The retention from each payment shall be **10%** percent of the certified work done.

The limit of retention shall be **5%** percent of the Initial Contract Price.

(49.1)

The liquidated damages for the whole of the Works shall be **0.05% of initial contract price per Day.**

(50.1)

The maximum amount of liquidated damages for the whole of the Works shall be **10%** of the Initial Contract Price

(52.1)

The amount of Performance Security is **5 %** of the Initial Contract Price.

The Performance Security shall be valid until 28 days beyond the completion date of Defects Notification Period.

Performance Security acceptable to the Employer according to the given format in the bidding document shall be an unconditional on demand bank guarantee obtained from a commercial bank operating in Sri Lanka with the valid license issued by the monetary board of Sri Lanka - Central bank of Sri Lanka.

(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% of Initial Contract Price.**

(63.7)

The attendance fee payable to the Contractor on nominated sub-contract work shall not exceed 8%.

SECTION 6

❖ SPECIFICATIONS

SPECIFICATIONS

The works under this contract shall be executed in accordance with the Specifications given in the following documents and in accordance with the particular specifications of the contract.

<u>Publication No.</u>	<u>Description</u>
SCA/4/I	Specifications for Building Works (Vol. I) Third Revision, July 2004
SCA/4/II	Specifications for Building Works (Vol. II) Second Revision, Oct 2001
SCA/8	Specification for Electrical and Mechanical Works associated with Building and Civil Engineering, Sri Lanka, Second Edition, August 2000

It is implied that the eligible Bidders are fully acquainted with the above Documents and therefore, those will not be issued to the Bidders under This Tender.

However Bidders may purchase the same if necessary, from CIDA, "Savsiripaya", 123, Wijerama Mawatha, Colombo 7.

1.1. Scope of Supply by CPSTL

1.1.1. Electricity and water that would be supplied to the contractor to undertake this work would be charged from the contractor as per meter/estimate. The prospective contractor is required to indicate his requirements of power supply and water supply from the CPSTL in his offer for evaluation purposes.

1.1.2. Electrical power supply for construction work

The maximum available electrical power supply available to the contractor is 45kVA, 400V AC, 4 wire (TPN), 50Hz and will be subjected to following 06 conditions.

- (i) Electrical power supply will be provided by CPSTL on the request of the Contractor and charge according to the applicable tariff system, or the Contractor shall have to arrange his own power source.
- (ii) The Electrical Section of CPSTL will provide terminating point to feeding cables through a suitable circuit isolating and interrupting devices such as a circuit breaker or a switch fuse at convenient location, within 150 m from the work site. This switch gears will remain the property of CPSTL and contractor has no access to it.
- (iii) Contractor shall supply and install feeder cables and temporary power distribution board rated to feed his equipment with necessary protective gear.
- (iv) The maximum load that the CPSTL electrical section can feed will be 63A, 3 Phases.
- (v) Power supply will be energized after inspection by the Electrical Engineer of CPSTL provided all requirements in are satisfied.
- (vi) CPSTL will reserve the right to disconnect the power supply to the contractor without prior notice, if any of the foresaid conditions are violated.

1.1.3. Water supply connection from source has to be obtained by the contractor during the period of construction. Water for the construction, curing and other purposes has to be supplied by the Contractor at his own expense.

1.2. Contractor's Scope of Supply

Contractor shall supply construction equipment, materials, consumables and other requisites as follows;

1.2.1. Supply of all materials for successful completion of the project.

1.2.2. Supply of all consumables such as welding electrodes, gas for cutting, grinding discs, temporary erection materials and all other consumables necessary for the proper execution of the job.

1.2.3. Supply of all construction equipment such as concrete mixers, welding machines, metal cutting equipment, air compressors, cranes, soil compacting and cutting equipment,

material transportation vehicles, rigging equipment, jacks, scaffolding materials, planks, corrugated metal sheets, fire blankets and tools and other equipment where necessary.

- 1.2.4. Supply of all inspection and testing equipment to perform necessary inspection and testing.
- 1.2.5. All direct requirements of field equipment such as fuel, lubrication oil etc. the contractor intends to mobilize at site.
- 1.2.6. Contractor shall submit detailed method statement as per Qualification Information as an Annex with Bid Document.
- 1.2.7. All drawings, method statements, time schedules, as built drawings and other related documents shall be prepared and submitted by the contractor.
- 1.2.8. Quality assurance records shall be maintained by the contractor and these records shall be given to Engineer upon completion of each job.
- 1.2.9. The Contractor shall submit the required securities, bonds and insurance covers as per the requirements.

1.2.10. Construction Utilities (Electrical)

- i. Contractor shall use his own feeder cables and temporary power distribution board sufficiently rated to power the equipment and machinery used at site, conforming to CEB regulations in consultation / supervision of Electrical Engineer of CPSTL
- ii. Contractor's power distribution board should consist of adequate over current and earth leakage protective devices for safety of men and machinery.
- iii. Contractor shall install the feeder cables from the metering point up to the temporary power distribution board as per the instruction & approval of the CPSTL Electrical Engineer.
- iv. It is the responsibility of the contractor to maintain his switch gear and cable network in good condition, so as to provide, complete safety to men and machinery.
- v. The whole electrical installation of the contractor should conform to IET wiring regulations (17th Edition) published by the Institution of Engineering and Technology (I.E.T), London.

1.2.11. Quality of Materials and Equipment

The Contractor shall supply all material and accessories to be used under the scope of this contract with a proven quality. The Contractor shall furnish manuals and installation instructions for each component furnished under this contract.

1.2.12. Manufacturer's Literature

The contractor shall submit to the Engineer three (03) copies of manufacturer's descriptive literature and installation instructions in English for each and every item of equipment supplied by the contractor.

1.2.13. Operation and Maintenance Charts

The Contractor shall furnish three (03) copies of an operation and maintenance instruction chart, which will incorporate applicable comprehensive descriptive instructions, layouts, diagrams or any other information that will be necessary, and/or of value to the operating and maintenance personnel.

1.2.14. Materials, fittings and accessories

Bidders are specifically cautioned to the following minimum considerations, which will be reviewed by the Engineer prior to approving any materials, item of equipment or assembly of construction.

- (i) Full conformance with engineering design criteria, design concepts and performance requirements.
- (ii) Physical dimension requirements to satisfy the space limitations, indicated on the drawings.

1.2.15. Safeguarding the Materials and Equipment

CPSTL shall not be responsible for theft damage or loss of any of the materials and equipment during the construction/installation. Materials and equipment shall be covered and protected against dirt, water, moisture, sand and chemical or mechanical injury. Upon completion of all works the materials and equipment shall be thoroughly cleaned, adjusted and tested to demonstrate its proper operation to the Engineer.

All materials and equipment shall be properly and adequately protected by the contractor before, during, and after installation. Material or Equipment damaged due to inadequate attention of the Contractor shall not be accepted and the client reserves the right to request replacements for such equipment at the handing over. Replacement of items damaged due to unavoidable circumstances during removal shall be paid on measure and pay basis. It is the responsibility of the Contractor to clean the installation at close of work every day and also to hand over a clean and neat installation at completion.

1.2.16. As-Built Drawings

The Contractor shall maintain a complete set of drawings at the site on which details shall be marked exact locations of all installations complete with dimensions. The termination and equipment layout shall be marked during the installation and the Contractor shall obtain the approval of such sketches and hand over to the Engineer for the preparation of As-Built Drawings.

1.2.17. Samples

Samples of all the materials, fittings and accessories should be handed over to the Engineer and approval obtained before commencing the work. The work shall be carried out using such fittings and accessories.

1.3. Contractor's Scope of Work and Specifications

1.3.1. Site cleaning

Work site shall clean after completion of the works and all removed material shall be dumped at off site.

1.3.2. Excavation

The excavation for the new construction shall be only started after issuing of excavation permit by CPSTL. Adequate precautions shall be taken to avoid any structural deformation to the adjoining structures during excavation during back filling and compaction for the new construction. Necessary precautions to be taken not to damage underground product lines, power, signal cables, water lines etc.

1.3.3. Cutting

The cutting for the new construction shall be only started after issuing of hot work permit by CPSTL. Adequate precautions shall be taken to avoid any accident.

1.3.4. Erection of Scaffolding

Scaffolding should be erected as approved by the Fire & Safety department of CPSTL.

SECTION 7

❖ **BILL OF QUANTITIES**

PREAMBLE TO THE BILL OF QUANTITIES

1. This Bill of Quantities contains pages numbered from **41** to **101** Tenderers are requested to see that no page is missing, nor duplicate and that all TRADES are carried to **SUMMARY** at the end of the Bill of Quantities.
2. The Conditions of Contract, the Specifications and the Drawings are to be read in conjunction with the Bill of Quantities.
3. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Specifications and the Bill of Quantities including all overhead charges and profit in carrying out the work as shown on the Drawings shall be deemed to be spread over and included in the prices of sums stated by the Bidder in the Bill of Quantities unless separately measured.
4. If the Bidder fails to price any items in the Bill of Quantities then the cost of the work under such items shall be held to be spread over and included in the prices given against other items of work.
5. The quantities set out in the Bill of Quantities are provisional and cover the approximate scope of the work anticipated to be performed by the Contractor. The actual quantities used for final measurement purposes will be determined by the Engineer by measurement of the work completed by the Contractor.
6. Where trade names, brands and or Catalogue Numbers are referred to, sole preference to any material or equipment is not intended. Any other material or equipment may be used, provided that the characteristics of type, quality, appearance, finish, method of construction and / or performance is superior to the specified.
7. Whenever the method of measurement is not clear from the documents available, the principles as given in the Sri Lanka Standard 573, 1999 [Revision] Method of Measurement of Building Works shall be applicable.
8. Selected tenderer shall comply with the arrangement of work in the buildings and be ready to work part by part as required by the Authorities of the Employer
9. Items in the Bill of Quantities marked "PROVISIONAL SUM" shall be executed if they are the subject of a written instruction from the Engineer. The rate/amount to be paid for works under Provisional Sum Items may based on any one of the following methods or as approved by the Engineer.
 - i) Rates as in Bill Items of Invoice where applicable.
 - ii) Cost supported by purchase Invoice from State Organizations or approved suppliers + 12%
 - iii) Amount paid to the sub contractors as approved by the Engineer + 12%

- iv) Reimbursement of actual cost on submission of the relevant documents acceptable to the Engineer plus 5% of the actual cost of obtaining the insurance policies and securities.
 - v) To be paid on signing of the formal contract agreement.
 - vi) 50% on completion of temporary buildings or structures, 40% in equal installments over the contract period and balance 10% on dismantling and removal on completion.
 - vii) Paid on satisfactory completion of the item.
10. The unit and lump sum prices of the Bill of Quantities (referred to as the Contract Rates) shall, except in so far as is otherwise provided for under the Contract, be deemed to cover all obligations set out in the Contract, and all matters or things necessary for the proper completion and maintenance of the Works, and shall be fixed and binding upon the Contractor.
11. Unit prices when applied to the quantity of work performed under the Contract shall, and other sums specifically determined under the provisions of the Contract, constitute full remuneration to the Contractor under the Contract.
12. Each item shall be priced by the Tenderer in Sri Lanka Rupees.
13. Rates for items in this Bill of Quantities shall be inclusive for hauling, transporting, loading, unloading, spreading, heaping, supporting, scaffolding, welding, and for laps, unless otherwise specifically stated.
14. Unless otherwise specifically stated in Bill of Quantities or herein, the following shall be deemed to be included with all items: -
- i. Labour and all costs in connection therewith.
 - ii. Materials, goods and all costs in connection therewith.
 - iii. Tools, plants, hoisting plants and all costs in connection therewith.
 - iv. Waste of materials.
 - v. Square cutting.
 - vi. Establishment charges, overhead charges and profit.
 - vii. All setting out works.
 - viii. For providing of method statements, calculations, proposals by Contractor, shop drawings
15. If tenderers are anticipating to give any discount, it shall be marked separately in the space allocated in the summary of Bill of Quantities. Provisional Sums shall not be considered when calculating discount.
16. All materials, equipment supplied shall be new, unused without any defects.
17. All materials used in the Works shall be of the best quality of their respective kinds as specified and shall be obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed or, where tests are not laid down in this Specification, with the requirements of the latest issue of the relevant British Standards or other Standards approved by the Engineer.
19. Metric units are used throughout the Bill of Quantities for measurement purposes unless otherwise indicated. Abbreviations used in the Contract are as follows: -

L.S.	-	Lump Sum
P.S.	-	Provisional Sum
m	-	Metre
m ²	-	Square metre
kg	-	kilograms
No	-	Numbers
Rs. Cts.	-	Sri Lankan Rupees and Cents
m ³	-	Cubic metre

GENERAL

It is the tenderer's responsibility to see that the prices include for complying with all the requirements of the other documents whether specifically referred to in Bill of Quantities.

The Tenderer is advised to visit the site of the proposed work and it is the responsibility of the Tenderer to ascertain the conditions governing access to the site, the extent of working space storage area etc.

The rate for each item shall also include for all the following.

1. Labour and all connected cost.
2. Materials and goods including all connected cost.
3. Complying with regulations of the Municipal Council and/or any other relevant authority under which particular item of work is to be executed unless otherwise included in the preliminaries.
4. Plant and equipment unless and otherwise included in preliminaries.
5. Protecting and clearing.
6. In addition to above, the rate for item of work in substructure shall include for the works at depth extending below ground water table where applicable including excavation under water, removal and disposal of mud, sand and preparation of place to a condition suitable for proper execution of the work.

Electrical System Installation

1. Wiring and workmanship shall conform to 17th Edition of IET wiring regulations (BS 7671:2008) Amendment 3:2015, and Ceylon Electricity Board Specifications.
2. The cabling for socket outlets, and Telephone network and Data Network shall be done through White Color 220mmx65mm, split, PVC trunking system installed round the office at a height of 300mm from the finished floor level. The trunking shall be divided into three compartments for power and telephone cable routing using appropriate dividing fillet.
3. The cabling on ceiling shall be done using appropriately routed PVC conduits
4. The cabling for switches and fan regulators on the wall shall be done by installing conduits inside the walls.
5. The paths where conduit is buried must be plastered, painted and finished to match the color of the existing wall.
6. The paths where conduit is installed to connect cables to Gang Switches, Fan Regulators and Bell Pushes etc inside partitioned cabins; The conduit shall be installed inside the partitioning frame in a concealed manner.
7. Where Steel Conduits are specified the conduits must be installed on the surface with GI Clips and saddles. The junction Boxes and bends shall be inspection type. The rate shall include all the accessories and painting of the conduits.
8. Where Cable trays are specified the trays shall be installed horizontally with supporting brackets mounted at 500mm interval using Galvanized Iron brackets or Stainless Steel thread bars.
9. All the conduits, casings, cable trays and cable ladders shall neatly run vertically, horizontal or parallel with features of the building and in accordance with BS 7671.
10. At locations where blind walls available; the height of the switches and fan regulators from finished floor level is 1500 mm.
11. At locations where half partitions available; the height of the switches and fan regulators from finished floor level is 1000 mm.
12. The Socket outlets shall be mounted on the PVC trunking running round the office at a height of 300mm from the finished floor level.
13. No ceiling fan should be installed at a height of less than 2.7m
14. Make and manufacture of equipment to be submitted with the tender for Engineer's approval (All equipment to be in accordance with relevant IEC or British standard).

15. It is the contractor's responsibility to get the approval for electrical accessories, cables, etc., from the engineer prior to installation.
16. All cables shall be without any kinks or visible damage.
17. All cables shall be properly terminated with glands, tinned copper lugs and cables identification tags and shall be properly crimped or soldered with lugs as directed.
18. Cables shall be tested before laying and after laying but definitely before connecting up to the switch gears.
19. The location of wiring points, distribution Board must be as indicated in the attached wiring layout.
20. Location of panel boards, distribution boards, switch boards, light fittings, cable routes, conduit/ Casing wiring routes, earth pits etc. shall be marked at site and approval of Engineer-in-charge obtained before proceeding with the installation work.
21. Rated Power, Voltage and frequency of supply of current consuming devices and materials used in installation shall be suitable for the power and frequency of the supply to which these are to be connected.
22. Rate to include switch boxes, plugs, round, or square blocks, M.S. chains, brass hooks, ceiling roses, Holders, and any other items necessary.
23. Rates shall include for supplying, Installing, testing, and commissioning of the system for power distribution. All complete to the working order and to the entire satisfaction of the engineer.
24. Lamp shall be supplied and installed in all lighting fixtures provided under this contract. Lamps used for temporary lighting service shall not be used in the final lamping of fixtures. Lamps shall be of wattage and type as specified in this document. Wherever not shown, the details shall be ascertained from the Engineer before procurement. Lamps for permanent installation shall not be placed in the fixtures until so directed by the Engineer-in-charge and this shall however be accomplished immediately before the building portions are ready for occupation.
25. All switches, socket outlet and Electronic type fan regulators shall be plated type, Orange , Crabtree or equivalent.
26. All the CFL bulbs should be "Orange", "Osram", Philips or equivalent.
27. All the LED Bulbs shall be LG, Hayleys, Philips or equivalent.

28. All ceiling fans should be "KDK" or equivalent with guarantee card from the authorized dealer.
29. The wires must be of reputed brand with conforming to BS certification (ACL, Kelani, LAPP Cable or equivalent)
30. Cable test certificates shall be submitted to engineer for approval prior to installation at the site.
31. All conduits shall be KTK, Orange, Polychrome or equivalent.
32. All Split type trunking shall be Marshall, Tufflex or equivalent.
33. Holders and Ceiling roses and Sunk Boxes must be of reputed brands with conforming to BS, IEC standards (Polychrome, orange or equivalent).
34. All distribution boards should be incorporated with genuine ABB, Schneider, Siemens or equivalent make RCCB's MCBs.
35. All Surge Protectors shall be Emerson, Citel, Hakel or equivalent.
36. All fuses shall be ABB, Bussman, OEZ or equivalent.
37. Power Analyzer units shall be Omron, Lovato, Circutor or equivalent.
38. The PABX System shall be Samsung, Panasonic, NEC or equivalent.
39. The Air Conditioners shall be Samsung, LG, Misubishi or equivalent.
40. All the air conditioning piping shall be installed in a concealed manner and drains shall be properly connected to the water draining system. The Piping shall be covered with white color box casing.
41. General assembly drawings of the distribution boards shall be submitted to engineer for approval prior to the fabrication of the distribution boards.
42. All the accessories, switches, sockets, ceiling rose, holders etc should be white in colour.
43. General assembly drawings of the panel boards together with the bill of materials shall be submitted to engineer's approval prior to commencing the fabrication.
44. All connections on the earthing system shall be by means of brass nuts and bolts.
45. The earthing lead shall be suitably protected from mechanical injury.

46. No earth electrodes installed shall have a greater ohmic resistance than ten (10) ohm as measured by an approved earth testing apparatus. All test readings shall be recorded and handed over to Engineer
47. After the power cable installation is complete, the entire installation shall be tested with 500 V insulation resistance testers and following reading established.
- a. Continuity on all phases
 - b. Insulation resistances between conductors, conductors and ground.
All test readings shall be recorded and handed over to Engineer
48. All the test reports, commissioning reports, warranty certificates, Annual Maintenance Contract proposals, datasheets, catalogues and As Built Drawings shall be handed over to the Engineer at the end of the project.
49. Light fittings, Switches, Socket outlets, Panel Boards, Cables, Earthing Materials, Conduits, trunking, cable trays, cable ladders, fittings and accessories shall be separately packed. They shall be delivered in appropriately labeled packing in accordance with the manufacturer's recommendations. All articles shall be securely packed to prevent any movement and damage during transport. To avoid wet storage staining, transporting of galvanized articles shall avoid damp and/ or badly ventilated conditions.

DAY WORK SCHEDULE

LABOUR

The contractor shall state the rate per hour irrespective of public holidays, etc. required for work ordered to be executed as Day work at the site of the works.

Day work rates quoted below shall also cover all the expenses of the contractor such as supervision, repairing and maintaining the tools necessary to each class of workman and particularly his profit & overheads without any taxes and / or Levies.

	DESCRIPTION OF LABOUR GRADES	RATE PER HOUR Rs.
I	Welder	
II	Masons	
III	Carpenter	
IV	Unskilled Worker	
	<u>Any Other Grades</u>	
V	Special skill worker (Aluminum, Glass cutter, etc.,)	
VI	Driver	
VII		

PLANT & EQUIPMENT

The contractor shall state the rate per hour for use of plant in good working condition and include for the cost of fuel, lubricants, transport to and from site wages & allowances of the operators, any other expenses and contractor's profit & overheads without any taxes and / or Levies.

	DESCRIPTION OF PLANT & EQUIPMENT	RATE PER HOUR RS.
I	Farm Tractor with Trailer	
II	Concrete Mixer (10/7 Cu. ft.)	
III	Poker Vibrator (35mm size) - with operator	
IV	Welding Plant	
	<u>Any Other Plant and Equipment</u>	
V	Concrete cutter	
VI		
VII		

SECTION – 8

❖ *DRAWINGS*

LIST OF DRAWINGS

NO.	DRAWING TITLE	DRG NO.
01	Batticaloa hosing scheme House no.89/4,89/5,89/6,89/7	12/2015
02	Batticaloa hosing scheme House for Perippanayagam (89/11)	11/2015
03	Batticaloa hosing scheme House D.S.Bungalow(83 & 85)	13/2015
04	Batticaloa hosing scheme House no.8 & 9	10/2015
05	Electrical Layout	CPSTL/09/2020/001
06	Electrical Layout	CPSTL/09/2020/002
07	Electrical Layout	CPSTL/09/2020/003
08	Electrical Layout	CPSTL/09/2020/004
09	Electrical Layout	CPSTL/09/2020/005
10	Electrical Layout	CPSTL/09/2020/006
11	Electrical Layout	CPSTL/09/2020/007
12	Electrical Layout	CPSTL/09/2020/008

SECTION – 9

❖ *STANDARD FORMS (BID)*

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: *[insert (by PE) name and address of employer]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) 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 the 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(s) of authorized representative(s)]

CHECK LIST FOR BIDDERS

CHECK LIST FOR BIDDERS

Bidders are advised to fill the following table.

ITEM	ITB Clause	YES (tick)	REFERENCE
Form of Bid			
Addressed to the Employer?	18		
Completed?	18		
Signed?	18		
Bid Securing Declaration Form (if required)			
Properly filled and signed	16		
Bid Security (if required)			
Address to the Employer?	16		
Format as required?	16		
Issuing Agency as specified?	16		
Amount as requested?	16		
Validity 28 days beyond the validity of Bid?	16		
Qualification Information			
All relevant information completed?	4		
Signed?	4		
Addendum			
Contents of the 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		