



SOUTH EASTERN UNIVERSITY OF SRI LANKA

**EXTENSION WORK TO THE ADMINISTRATIVE SECRETARIAT
BUILDING AT SOUTH EASTERN UNIVERSITY OF SRI LANKA,
OLUVIL.**
(SEU/CWP/2021/IFB/15)

BIDDING DOCUMENT

Employer

Vice Chancellor
South Eastern University of Sri Lanka
University Park
Olivil # 32360

Issued To

Issued By

Date.....

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SOUTH EASTERN UNIVERSITY OF SRI LANKA
INVITATION FOR BIDS

1. The Chairman, Department Procurement Committee, on behalf of the South Eastern University of Sri Lanka invites sealed bids from eligible and qualified bidders for the following work.

No	Description of Work	Estimated Cost (Rs. Mn)	Contract Period No. of Calendar Months	Minimum Required CIDA Grade	Required Bid Security Amount
01	Extension work to the Administrative Secretariat Building at South Eastern University of Sri Lanka, Oluvil. (SEU/CWP/2021/IFB/15)	38.90	06	C-5 (Building)	Rs.400,000.00

2. Bidding will be conducted through National Competitive Bidding (NCB) Procedure.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet a valid (CIDA) grade as indicated in the above table.
4. Qualification requirements to qualify for contract award include;
- Experience as prime contractor in the construction of at least one project in the similar nature and complexity in last ten years.
 - Average annual volume of construction performed in the last five years shall be at least LKR 50 Mn.
 - The minimum amount of liquid assets shall be not less than LKR 10 Mn.
 - Documentary evidence to support bidders experience and track record shall be provided with the bid.
5. Interested bidders may obtain further information from the **Works Engineer, South Eastern University of Sri Lanka, Oluvil** and inspect the bidding documents at the same address on any working day from **09.00 a.m. to 03.00 p.m.** Contact numbers are 067-2255147/ 067-2255356. The bidding documents are also available on the University website (www.seu.ac.lk) only for inspection purposes.
6. A complete set of Bidding Documents in English language may be purchased by interested bidders on submission of a written application to the **Deputy Registrar / Capital Works & Planning South Eastern University of Sri Lanka, Oluvil** from **29.10.2021** until **19.11.2021** from **9.00 a.m. to 03.00 p.m.** upon payment of a non-refundable fee of Rupees **Seven Thousand (7,000/-)** by cash to the Shroff counter or to the **People's Bank, Addalaichenai Branch, A/C No: 228 1001 9000 1704, South Eastern University of Sri Lanka**. The original of the Bank deposit slip should be produced with application.
- The bidding documents can also be obtained **via email** till **18.11.2021 - 03.00 p.m.** by sending a request letter to drcapitalworks@seu.ac.lk with the scanned copy of the original of the bank deposit slip for the non-refundable fee.
7. Sealed Bids in duplicate shall be deposited in the tender box kept in the office of the Registrar or sent by registered post to the **Chairman, Department Procurement Committee of South Eastern University of Sri Lanka, Oluvil** to reach him before **12.30 p.m. on 30.11.2021**. Bids will be opened immediately thereafter in the Board Room of the South Eastern University of Sri Lanka, Oluvil in the presence of the bidders' representatives who choose to attend.
8. Bids shall be valid for a period of **91 days** from **30.11.2021 to 28.02.2022**.

9. All Bids shall be accompanied by a Bid Security of **Sri Lankan Rupees Four Hundred Thousand (LKR 400,000.00)** obtained from a commercial bank operating in Sri Lanka approved the Central Bank of Sri Lanka in the form of an unconditional and on demand bond and shall be valid for a period of **119 days** from **30.11.2021 to 28.03.2022**. Beneficiary of the bid security shall be Vice Chancellor, South Eastern University of Sri Lanka, Oluvil.

10. A Pre Bid meeting will be held at the Board Room of the South Eastern University of Sri Lanka, Oluvil on **22.11.2021 at 11.00 a.m.** for the above works.

Chairman
Department Procurement Committee
South Eastern University of Sri Lanka
Oluvil

SECTION - 01

Instruction to Bidders

INSTRUCTION TO BIDDERS

Instruction to Bidders applicable to this contract shall be Second Edition - January 2007 Standard Bidding Document of Works – Minor Contracts (ICTAD/SBD/01) in Sri Lanka, published by the Institute for Construction Training and Development (ICTAD), Sri Lanka.

This publication (ICTAD/SBD/01) can be purchased at the Institute for Construction Training and Development (ICTAD), Savsiripaya, 123, Wijerama Mawatha, Colombo 7.

Instruction to Bidders Shall be Read in Conjunction with bidding data under 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

FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

..... *[date]*

To: *[name and address of the Contractor]* *[Name of the project and Contract No.]*

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.

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 amount 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:.....

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)

.....*Name,*
and Address of Issuing Branch or Office]

Beneficiary: Vice Chancellor
South Eastern University of Sri Lanka,
Olivil

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that.....*[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No.....*[reference number of the contract]* dated with you, for the..... *[insert "construction "] of me of contract and brief description of Works]* (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than theday of....., 20..... *[Insert date, 28 days beyond the Time for Completion]* and any demand for payment under it must be received by us at this office on or before that *date*.

.....
[signature(s)]

FORM OF ADVANCE PAYMENT SECURITY

.....*Name and address of Agency,
and Address of Issuing Branch or Office*.....

**Beneficiary: Vice Chancellor
South Eastern University of Sri Lanka,
Olivil.**

Date:

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No..... *[reference number of the contract]* dated with you, for the construction of *[name of contract and brief description]* (hereinafter called "the Contract").

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

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

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

This guarantee shall expire on.....*[Insert the date, 28 days beyond the Time of Completion]*.

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

.....
[signature(s)]

FORM OF RETENTION MONEY GUARANTEE

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

Beneficiary: Vice Chancellor
South Eastern University of Sri Lanka,
Oluvil.

Date:

RETENTION MONEY GUARANTEE No :

We have been informed that
[name of Contractor]
(Hereinafter called "the Contractor") has entered into Contract No.....
[reference number of the contract] dated.....you, for the
execution of.....
[name of contract and brief description of Works] (hereinafter called "the Contract").

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

At the request of the Contractor, we.....[name of agency]
hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount
ofamount in figures] (.....)
.....[amount in words]

upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

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

.....
[Signature(s)]

SECTION - 03

Conditions of Contract

Conditions of Contract shall be read in conjunction with Section -5 Contract Data, which shall take precedence over the Conditions of Contract

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract applicable to this contract shall be Second Edition – January 2007 of Standard Bidding Document of Works – Contracts (ICTAD/SBD/01) in Sri Lanka, published by the Institute for Construction Training and Development (ICTAD), Sri Lanka.

This publication (ICTAD/ SBD/ 01) can be purchased at the Institute for Construction Training and Development (ICTAD), Sarsiripaya, 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: Extension work to the Administrative Secretariat Building at South Eastern University of Sri Lanka, Oluvil.

To: Vice Chancellor
South Eastern University of Sri Lanka,
Oluvil

Gentlemen,

1. Having examined the Conditions of contract given in the Standard Bidding Document - Procurement of Works – Minor Contracts [ICTAD/SBD/01 - second Edition, January 2007], 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.....) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Schedule forms part of our Bid.
3. We 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 Contract data.
4. We agree to abide by this Bid for the period of **91** days dates from the date fixed for receiving 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 do not accept the adjudicator.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of.....**2021** in the capacity ofduly authorized to sign tenders for and on behalf of (IN BLOCK CAPITALS)

Signature

Address:

Witness:.....

Qualification Information

(To be completed and submitted by the bidder, with the Bid)
(If requested only)

ICTAD Registration	Attach copies of relevant pages from the ICTAD registration book
Registration Number	(To be filled by the Contractor)
Grade	(To be filled by the Contractor)
Specialty	(To be filled by the Contractor)
Expiry Date	(To be filled by the Contractor)
Blacklisted Contractors	
Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/No)	
IF yes provide details	
VAT Registration No	(To be filled the Contractor)
Construction Program	(attach as annex)
Legal Status	(attach relevant status copies ,as annex) Please note that the Power of Attorney to sign the bid should be attached by the bidder except for the bidder who is holding sole proprietorship
Value of Construction works performed during last 5 years	(attach copies of certificate of completion etc and other relevant documents)
Year	
Year	
Year	
Year	

Year	
Value of similar works completed in last 10 years (indicate only the three largest projects) If these details are not provided the bid submitted will be rejected	1. Value:..... Year..... 2. Value:..... Year..... 3. Value:..... Year..... (attach copies of certificate of Completion etc, as annex)
Major items of construction equipment proposed – Attach additional page, if required. If these details are not provided the bid submitted will be rejected	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) If these details are not provided the bid submitted will be rejected	Technical: 1. 2. 3. Managerial : 1. 2. 3.
Other information requested under ITB clause 4	

.....
Authorized Signature of Bidder

Name of the Signatory:.....

Date.....

SECTION - 05

Bidding Data and Contract Data

Bidding Data

Instructions to Bidders Clause Reference

(1.1) The Employer is Name: Vice Chancellor
Address: South Eastern University of Sri Lanka
Oluvil.

The Works consists of: Extension work to the Administrative Secretariat Building at
South Eastern University of Sri Lanka, Oluvil. (Civil and
Electrical works)

Located at: Oluvil.

(1.2) Intended Completion date is **06 Calendar Months** from the date of commencement.

(1.3) The office for collection of bid forms is: Deputy Registrar (CW&P / SEUSL)

The non- refundable fee is Rupees: Rs. **7,000.00**

The Bid forms will be issued until: **19.11.2021**

(2.1) The source of funds is: GOSL

(4.2) The registration required

Specialty: Building

Grade: Minimum C-5

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

- ICTAD Registration number:
- Registration number:
- Grade:
- Specialty:
- Expiry Date:

* VAT Registration Number:

* Construction Programme:

* Legal Status (Sole proprietor, Partnership, Limited liability 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 contract

* 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. 50 Million.**
- * **Experience in construction of at least one contract of a nature and complexity equivalent to the work over the last 10 years.**

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

Name: Deputy Registrar / Works Engineer

Address: South Eastern University of Sri Lanka, Oluvil

Telephone: 067 2255147 / 067 2255356

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

(12.0) Any other

(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 not subjected to price adjustment in accordance with clause 47 of the Conditions of Contract.

(15.1) The Bid shall be valid up to: **91 Calendar days from 30.11.2021 to 28.02.2022.**

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

(16.02) Bid Security shall be:

- For an amount **Rs. 400,000/-** *should be the same as provided in the Invitation to Bid*).
- Valid until **28.03.2022**
- Issued by, a Commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka using the form for bid security (unconditional guarantee) included in Section 9, Standard Forms.

(17.0) Pre Bid meeting: **22.11.2021 at 11.00 a.m.**

(19.2) a. The Employer's address for the purpose of Bid submission is

The Chairman
Department Procurement Committee
South Eastern University of Sri Lanka
Olivil.

(19.02) b. Contract Name: Extension work to the Administrative Secretariat Building at South Eastern University of Sri Lanka, Olivil.

Located at: Olivil

(20.01) The deadline for submission of Bids shall be on or before **12.30 p.m.** on **30.11.2021**

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

Contract Data

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

(1.1)

The Employer is

Name: Vice Chancellor

Address: South Eastern University of Sri Lanka
Oluvil

Name of Authorized Representative:

The Engineer is: Works Engineer

Address: South Eastern University of Sri Lanka Oluvil

The Works consists of:

Extension work to the Administrative Secretariat
Building at South Eastern University of Sri Lanka,
Oluvil. (Civil and Electrical works)

The Site is located at: Oluvil.

(1.1) The start date shall be 14 days from the Letter of Acceptance.

(9.1) Schedule of Key Personnel at the site:

Minimum personals with qualifications and experience to be,

(a) Technical:

NDT (Civil) 05 years experience or NCT (Civil) 10 Years
Experience.

(b) Manager

BSc (Eng)-Civil with 5 years experience

(13.1) The minimum insurance covers shall be:

(a) The minimum cover for insurance of the works and of Plant and Materials is
Rs. 500,000.00

(b) The minimum cover for lost or damage to Equipment is Rs. 500,000.00

(c) The minimum cover for Insurance of other property is Rs. 500,000.00

(13.2) (a) The minimum cover for personal injury or death, for the contractor's
workmen/employee is Rs. 500,000.00 per event.

(17.1) The intended Completion Date for whole of Works shall be **06 Calendar Months**
from commencing date

- (21.1) The site Possession Date shall be 14 Days from Letter of Acceptance
- (27.1) The Contractor shall submit a programme for the Works within 14 Days of delivery of the Letter of Acceptance.
- (35.1) The Defects Liability Period is 365 Days.
- (39.2) Engineer may order variations up to a total cumulative value of not exceeding Rs. 10% of initial contract amount
- (47.1) The Contract Price is not, subjected to price adjustment
- (48.1) The retention from each payment shall be 10% of the certified work done amount. The limit of retention shall be 05% of the Initial Contract Price
- (49.1) The liquidated damages for the whole of the Works shall be 0.05% 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 Performance Security shall be 5% of the Initial Contract Price.

SECTION - 06
Specifications

GENERAL SPECIFICATIONS

Tenderers are hereby requested to refer to and peruse the SPECIFICATIONS published by the Institute for Construction Training and Development (ICTAD) connected to the related works.

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

SECTION - 07

BILLS OF QUANTITIES

(Will be issued separately)

SECTION - 08

DRAWINGS

(Will be issued separately)

SECTION - 09

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: Vice Chancellor
South Eastern University of Sri Lanka,
Oluvil.

Date:

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

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") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

.....
[Signature(s)]

SECTION - 10

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 Security			
Addressed to the Employer ?	16		
Format as required?	16		
Issuing Agency as specified?	16		
Amount as requested?	16		
Validity up to 28.03.2022 ?	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		