

CEYLON ELECTRICITY BOARD

(Establish by Act Parliament No. 17 of 1969)

**DGM (E)/R/S-4/2021
EASTERN PROVINCE**



**REGISTRATION OF CONTRACTORS
FOR CONSTRUCTION OF
ELECTRICITY MV AND LV DISTRIBUTION LINES
AND SUBSTATIONS - 2021**

CEYLON ELECTRICITY BOARD

Bid Data Sheet

<u>Reference No. & Name</u> DGM (E)/R/S-4/2021 Registration of Contractors for Construction of Medium Voltage and Low Voltage Distribution Lines & Substations – Eastern Province	
<u>Submission of Applications</u> The application shall be enclosed in a sealed envelope. Reference No, Name, Province and contracted work applied for as given above shall be marked on the Top left hand corner of the envelope and shall be addressed to The Deputy General Manager (Eastern Province), Ceylon Electricity Board, Nilaveli, rd, Trincomalee. The Application sealed marked and addressed as above shall be sent through registered post or shall be deposited in the Bid Box at the Office of the Deputy General Manager (Eastern Province), Ceylon Electricity Board, Nilaveli, rd, Trincomalee.	
<u>Place of Acceptance of applications</u> Office of the Deputy General Manager (Eastern Province), Ceylon Electricity Board, Nilaveli, rd, Trincomalee	
<u>Closing Date & Time</u> Receiving of Applications will be closed at 1400 hrs on 11/11/2020 and the applications received will be opened immediately thereafter at the Office of the Deputy General Manager (Eastern Province).	
<u>REGISTRATION FEE: Rs. 5,000.00</u>	(Must be paid and the receipt should be submitted along with the application for registration.)
Registration Fee (Rs. 5,000.00) will be released to Non – Selected Bidder. Registration Fee (Rs. 5,000.00) will be released to selected Bidders after successfully completed the contract period.	

GENERAL CONDITIONS

CONTRACT FOR THE CONSTRUCTION OF MEDIUM VOLTAGE, LOW VOLTAGE DISTRIBUTION LINES AND SUBSTATIONS

1. Scope of Work

Ceylon Electricity Board (referred to as "CEB" in this document) intends. To obtain services of successful registered Contractors for a period of twelve months and extended up to another period of three months, whenever such services are required works will be assigned to the selected contractors under registration. The necessary materials will be supplied by the CEB.

All work shall be carried out under the supervision of Chief Engineer – Construction of the Province or his authorized representative who will be referred to as "Engineer" in this document.

CEB is responsible for Pegging out (Marking of Pole, Stays & Struts positions), marking of the lines and arranging for clearing of way leaves.

2. Application for Registration

The Contractors interested in the construction of MV, LV Distribution lines and Substations should forward their applications for registration in the attached form Annex I.

The photocopies of the required documents should be forward with the application.

3. Method of selection for Registration

Contractors will be selected on the basis of their experience and availability of resources. Contractors have to present themselves for an interview with all the originals of the documents to prove their ability when requested.

4. Notification of Selection

The CEB will notify the Contractor by a registered letter indicating that he is registered as a Contractor and he is bound to perform the contract of Constructing Medium Voltage and Low Voltage Distribution Lines and substations entrusted to him from time to time. This letter will be called "The Letter of Award" in this contract. The contractor will be asked to submit a performance bond as per appendix V, whenever he is entrusted with new works related to the construction of new electricity lines and substations.

5. Performance Bond

Within fourteen (14) days of receipt of Selection the Contractor shall furnish a Performance Bond equal to 5% of the total value of the Contract. The bond shall be in form of bank draft or bank Guarantee substantially in accordance with the specimen at appendix V and issued by a recognized bank operating in Sri Lanka. The performance bond in favour of General Manager, Ceylon Electricity Board, Colombo-02, and shall be valid for period of Eighteen (18) months. The performance bond will be released only after satisfactory completion of accepted jobs.

6. Signing of Contract

At the time of registration the CEB will request the Contractor to sign the Contract Form incorporating all agreements between the CEB and the Contractor. Contract form is given at Annex II.

7. Security Bond for Materials

- 7.1 The Contractor shall furnish Security Bond in the form of a Bank Draft or Bank Guarantee, which shall be valid for 1½ years, issued by a Bank in Sri Lanka acceptable to the CEB to the value of Rupees 100,000/- for materials in the custody of the Contractor at any time during the course of execution of work. Materials will be issued to the Contractor only after the Security Bond is furnished to the CEB.

The format of the Bank Guarantee shall be in accordance with the format at Annex III.

- 7.2 It shall be the responsibility of the Contractor to ensure the safety and security of the materials against whatever loss or damage during collection, loading, transportation, unloading, and storage at site, erection and returning of balance materials.
- 7.2 Any loss or damage to goods will be recovered by the CEB from the Security Bond furnished by the Contractor and/or any payment due to the contractor at the replacement value of the equivalent quantity of the materials lost or damaged plus thirty percent (30%) of such value.

8. Materials

- 8.1.1 Materials required to carry out the work will be supplied by the CEB.
- 8.2 All materials transported to site shall be stored in a manner safe from damage and theft and shall be available for inspection by the Engineer whenever required.
- 8.3 All materials supplied by the Ceylon Electricity Board shall be fully accounted for and all the balance materials shall be returned to the Provincial Stores and a receipt obtained. All materials unaccounted will be charged to the Contractor at CEB's current rates, with a surcharge of thirty percent (30%). Any amounts due for unaccounted materials will be set off against any payment due to the Contractor and/or from the Security Bond furnished by the Contractor as per 7.1

9. Transport

- 9.1 Transport of material be carried out by Contractor or CEB as specified in the rate assigned to the work.
- 9.2 Loading of Poles from Provincial Stores, Transport to the Site and unloading at Site shall be carried out in such a manner as to reduce the stresses on the Concrete Poles. The concrete poles shall be transported with the full length of the pole resting on the bed of the trailer used to transport unless permission is granted by the Engineer for an alternate method of transport. The face with smaller surface area of the concrete pole shall be rest on the bed of the trailer while transportation. The positions where poles are to be erected will mark at Site by the Engineer.

Other line materials shall be collected, loaded, transported, unloaded and stocked as indicated in 8.2.

10. Equipment, Tools, Vehicles, etc.

- a) Equipment, tools, vehicles and other sundry items required for this work shall be supplied by the Contractor.
- b) Cable drum jacks, compression tools for joints and other special tools if requested may be supplied by the CEB as decided by Provincial DGMM. The Contractor shall employ competent workmen to handle these Tools/Equipment. After completion of the Works the Contractor shall return these in good working condition. If found damaged, the cost of repair or replacement of the equipment/tool shall be recovered from the Security Bond furnished by the Contractor and/or any payment due to the Contractor.

11. Execution of Work

- 11.1 The work shall be carried out by the Contractor under the direct supervision of the Engineer of the CEB. The works have to be carried out according to the relevant CEB Construction Standard. The Contractor shall not alter the poles/stay/strut positions marked by the Engineer without permission.
- 11.2 The Engineer shall give the Contractor in writing the Programme of work indicating the details of work & expected period of completion from the date of issue of all the materials to the Contractor required for the work.
- 11.3 The Contractor shall not sub-let the work awarded and if found the contract would be cancelled.

12. Progress

Contractor shall complete the jobs as per the Programme of execution of work given by the Engineer. Contractor shall report the progress of jobs in hand as requested by the Engineer.

13. Terms of Payment

- 13.1 Payment will be made by the CEB for the work done at the rates approved by CEB. On completion of work the Contractor should submit the following documents along with his claim.
 - a) Line Schedules
 - b) Certificate from the Provincial Stores for the receipt of issued/returned materials.
 - c) Completion certificate. Refer annex IV

Every effort will be taken to settle the Bill within three weeks from the date of submission of the above documents provided the job has been completed to the satisfaction of the Engineer.

- 13.2 The CEB shall withhold 5% of the invoice as Retention Fees. The Contractor will be asked to rectify any defects arising out of poor workmanship occurred during the period of six months after the date of issuing of completion certificate by the Engineer. The Contractor shall promptly rectify the defects to the satisfaction of the Engineer. If the Contractor fails to rectify the defect CEB will rectify the defects and deduct the cost incurred from the Retention fees.

The retention fees will be released at the end of six months period if no defects are detected or the contractor satisfactorily attending to such defects (if any).

14. Liquidated Damages for Delay of Work

Should the Contractor anticipate at any time during the execution of work that he will be unable to complete the work according to the programme given by the Engineer, he shall at once give notice accordingly in writing to the Engineer explaining the cause of delay. If the explanation is not acceptable, the Contractor shall complete the work and be subjected to a deduction from the Bill for liquidated damages hereto at the rate of 0.1% of the total price of the delayed work for each and every complete day, that may lapse between the contracted date of completion of work up to a maximum deduction of 10% of the total price of the delayed work. Once the maximum is reached the CEB may consider the termination of the Contract.

15. Safety

15.1 Safety equipment such as helmets, belts, glove, earthing equipment etc. in conformity with the CEB Specification shall be utilized by the Contractor.

15.2 All safety rules and requirements of the Ceylon Electricity Board, Road Development Authority and Urban Development Authority and other relevant authorities shall be followed by the Contractor and his Workmen during the Execution of the Work.

16. Damages to Pipe Lines, Overhead Lines, and Underground Cables

Contractor shall take care to prevent damage to any of the above overhead and underground services belonging to Water Supply, Power & Telecommunication authorities.

The Contractor shall notify immediately the respective Authorities and the Engineer any damage caused to the above described services and take immediate steps to effect the necessary repairs by the respective authorities.

All claims by the respective Authorities, arising from the damaged to any of these services caused by the Contractor shall be promptly made good by the Contractor at his cost.

17. Additional Works

Items of work not included in the Schedule of rates, but deemed essential for the proper completion of the works shall be undertaken by the Contractor at fair and reasonable rates to be decided by the Engineer and the Contractor by mutual agreement.

18. Insurance

Contractor shall produce following certificates of Insurances

- Insurances on workmen compensation
- Third Party liabilities amounting to LKR 100,000/=
- Certificates of Insurances amounting to LKR 100,000/= against all losses and damages on CEB property by the employee of contractor

The Contractor shall indemnify the CEB against any claim by or in respect of any employee of the Contractor under any Act of Parliament or any Statutory Provision made there including but not limited to EPF, ETF, Gratuity Wages Board, Workmen's Compensation Acts.

19. Specifications and Drawings

All Construction works should be in accordance with CEB Construction Standards.

20. Termination of Contract

Authorised person nominate by DGM (East) may terminate the contract if the contractor causes a breach of conditions of the contract.

21. Law of the Democratic of Sri Lanka.

Any work arising out of the execution of the contract shall be governed and abide by and construed according to the low of Democratic Socialist Republic of Sri Lanka..

22 Force Majeure

The Contractor shall not be held responsible for any delay or non-performance of contractual obligations to sell, and the Ceylon Electricity Board shall not be held responsible for any delay or non-performance of its contractual obligations to accept all or any part of the works, caused by war, blockade, embargo, insurrection, mobilization, act of God, Governmental direction or intervention of civil, naval or military authorities or other agencies of Government, riots, civil commotions, war like conditions labour troubles (including strikes) sabotage, prolonged failure or other epidemics, quarantine, fire, flood, typhoon, hurricanes, tidal waves, landslides, lightning and explosion.

**Deputy General Manager
(Eastern Province)
Ceylon Electricity Board**

**Telephone : 026-2221030
Fax : 026-2222158
E-mail : eecomep.dd2@ceb.lk /
dgmep@ceb.lk**

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**CERTIFICATE OF PURCHASE OF BID DOCUMENT
(TO BE SIGNED AND ATTACHED WITH THE OFFER)**

Date:

Issued to M/s.
.....
.....

On behalf of M/s.
.....
.....

Non refundable Bid fee receipt No. dated

.....
Chief Engineer (Commercial)
Ceylon Electricity Board, Uppuveli, Trincomalee

Date:

I/we agree to abide by the Conditions for registration under the item No.S-04 and therefore submit my/our application herewith.

Position and Name of Signatory:

Address :
.....
.....

Date:

.....
Signature of Bidder and Seal

Annexure I

Registration Form for the Construction of
Medium and Low Voltage
Electricity Distribution Lines and Substations – Eastern Province

1. Name and Address of the Company -
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2. a) Type of the Business & Business Registration No. (i.e. Sole Proprietor/Partnership
/Limited Liability Company or other Type (specify if so)
Please attach a copy of business certificate -
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.....
b) V.A.T. No.:
.....
c) Tax File No. :
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3. Postal Address -
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4. a) Telephone Nos. -
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b) Fax No.
.....
c) Email.
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5. Names of Owner / Partners / Directors -
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6. Name and Address of the Banker -
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7. Past Experience (No. of Years and brief description of the work as well)

Copies of proof documents to be attached

a) General Construction -

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b) Electricity line Construction, Substation Construction or related work.
Describe the work and specify the period in No. of years -

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8. Availability of machinery equipment and staff.

(Copies of the proof documents to be attached.)

a) Details of the vehicles available with their registration numbers

Crane mounted Trucks -

Trucks/Cabs -

Any other (specify)

b) Details of Technical Staff (Give the numbers you can employee with names and I D Number)

Technically qualified supervisor (Give details)

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Linesman (Give the names with I D Number)

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a) Office Address with Telephone Numbers

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9. Financial status
a) Credit facilities available in Rs..
(Copies of the proof documents to be attached.)
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b) Annual Average Turn Over during last 3 yrs. -
(Documentary evidence to be submitted)
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10. Details of outstanding work (if any) with CEB -
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11. Name of the Province applied for :
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Date :
Signature of the Applicant

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CONTRACT FORM

THIS CONTRACT made the Day of 20.... Between the Ceylon Electricity Board of Sri Lanka (hereinafter called and referred to as "the Employer") of the one part and of (Hereinafter called and referred to as "the Contractor") of other part.

WHEREAS the Employer is desirous that certain works be executed by the Contractor, viz construction of Medium Voltage and Low Voltage Electricity Distribution Lines and substation construction (Contract No.) (hereinafter called and referred to as "the Works") at the rates indicated in the Schedule of Rates.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS;

1. The Contract shall consist at this Contract Form or Agreement and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter called and referred to as the "Contract Documents"), all of which by this reference are incorporated herein and made part hereof;
 - a) Notification of Selection
 - b) Schedule of Rates
 - c) General Conditions stipulated in the DocumentAnd
 - d) Technical Specifications

This Contract sets forth the entire contract and agreement between the parties pertaining to the execution of Work described herein and supersedes any and all earlier verbal or written agreements pertaining to the (execution of work).

This contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail the order listed above.

2. In consideration of the payments to be made by the CEB to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the CEB to execute the work and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The CEB hereby covenants to pay the Contractor, in consideration of the execution of the Work and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.
4. The Contractor hereby covenants with the CEB to make good any loss or damage to the material provided by the CEB for the execution of the work.
5. Any notice under this Contract shall be in the form of letter. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the CEB shall be properly addressed to:

Deputy General Manager
..... Province
.....
.....

and notice to the Contractor shall be properly addressed to:

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signature of Contractor		Signature of CEB
Witness 1.	Name :	Whiteness 1
	Address :	
	NIC No.:	
	Signature :	
Witness 2.	Name :	Witness 2
	Address :	
	NIC No.:	
	Signature :	

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FORMAT

SECURITY BOND FOR MATERIALS

TO :

WHEREAS(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated to execute the CONSTRUCTION OF MEDIUM VOLTAGE AND LOW VOLTAGE ELECTRICITY DISTRIBUTION LINES AND SUBSTATIONS (hereinafter called "the Contractor");

AND WHEREAS we have agreed to give the Contractor such Bank 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 such sum being payable in the types and proportions of currencies in which the Contract Price is payable and we undertake to pay you, upon your first written demand, the limits of as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting up with the demand.

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

This guarantee shall be valid until the date of issue of the Defects Liability certificate.

SIGNATURE AND SEAL OF THE GUARANTOR.....

NAME OF THE BANK

ADDRESS

DATE

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Chief Engineer (Construction)

**COMPLETION CERTIFICATE
CONSTRUCTION OF ELECTRICITY DISTRIBUTION LINES AND
SUBSTATIONS**

1.	Project No: (RE Ref. or PCE Ref.)
2.	Name of the Scheme:
3.	Job Number:
4.	Name of the Contractor:
5.	Total amount claimed:
<p>The above job has been completed as per CEB Construction Standards (No.) Please pay the amount Rs. being the final payment.</p> <p>The following documents are attached.</p> <ol style="list-style-type: none">1. Invoice for the payment2. Line Schedule3. Material Account Statement4. (Any other document required for payment)	
..... Signature of the Contractor:	Date:

Ceylon Electricity Board -Eastern Province

FORM OF PERFORMANCE BOND

To: CEYLON ELECTRICITY BOARD

WHEREAShereinafter called "Contractor" has undertaken, the Construction of Electricity lines and Substations during the period 2016/2017 under Contract No., hereinafter called "the contract".

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Contracts performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of Rs..... (5%) an we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of Rs..... (5%) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the Day of 20...

Signature and Seal of the Guarantors

Date

Address

.....

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