

CEYLON ELECTRICITY BOARD
(Establish by Act Parliament No.17 of 1969)

DGM (E)/R/S-12/2021
EASTERN PROVINCE



REGISTRATION OF CONTRACTORS FOR
CIVIL WORKS- 2021

CEYLON ELECTRICITY BOARD

Bid Data Sheet

<u>Reference No. & Name</u> DGM (E)/R/S-12/2021 Registration of Contractors for Civil Works (ICTAD Registered Grade C9 or above)	
<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, Uppuveli, Trincomalee. The Application sealed marked and addressed as above shall be sent through registered post or shall be deposited in the Tender Box at the office of Deputy General Manager (Eastern Province), Ceylon Electricity Board, Uppuveli, Trincomalee.	
<u>Place of Acceptance of applications</u> Office of the Deputy General Manager (Eastern Province), Ceylon Electricity Board, Uppuveli, Trincomalee.	
<u>Closing Date & Time</u> Receiving of Applications will be closed at 14 00 hrs on 11/11/2020 and the applications received will be opened immediately thereafter at the Office of the Deputy General Manager (Eastern Province), Ceylon Electricity Board, Uppuveli, Trincomalee.	
<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

CONTRACTS FOR CIVIL CONTRACTORS FOR CIVIL WORKS

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. The invitations of bids to obtain above service as and when required will be sent to the contractors for **Contractors for Civil Works -2021(ICTAD Registered Grade C9 or above)** selected under the registration.

2. Application for Registration

The Contractors interested in the **Contractors for Civil Works-2021(ICTAD Registered Grade C9 or above)** should forward their applications for registration in the attached form given in Annex I.

The photocopies of the CIDA Registration Book with all relevant pages and 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 **Contractors for Civil Works (ICTAD Registered Grade C9 or above)** 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 **Contractors for Civil Works (ICTAD Registered Grade C9 or above)**.

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. Terms of Payments

Payments will be made for the service provided at the rates quoted by the contractor and as approved by the CEB and indicated in the letter of award. On completion of work, the contractor should submit invoices along with any other necessary documents to effect payments by the CEB. Any Government tax chargeable or payable will be taken in to account at the time of payments.

8. Liquidated Damages for Delay or Lapse in Provision of Service

Should the contractor anticipate at any time during the execution of contract that he will be unable to provide the service accordingly to the agreed programme, he shall at once give notice accordingly in writing explaining the cause. If the explanation is not acceptable the contractor shall arrange to provide the services as per the programme given in the letter of award. Any delay or lapse will 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 as appropriate up to a maximum deduction of 10% of the total price of the service lapsed.

9. Termination of Contract

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

10. 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..

11. 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 nonperformance 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.

12. Further Information

Any further Information can be obtained from DGM (East) Office, CEB, Uppuveli, Trincomalee.

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

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

**Registration of Contractors for Civil Works– 2021
(ICTAD Registered Grade C9 or above) – Eastern Province**

1. Name and Address of the Company -
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2. Type of the Business & Business Registration No. (i.e. Sale Proprietor/
Partnership /Limited Liability Company Or Other Type (specify if so))
Please attach a copy of business certificate -
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.....

3. Postal Address -
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4. a)Telephone Nos.
.....
b) Fax No.
.....
c) Email.
.....

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 (Buildings, Roads, Bridges, Etc.) for the past 5 year -
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Information Copy - Not for Bidding

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 employ with names and I D Number)

Technically qualified supervisor –
Chartered Engineers, Engineers, TO, Supervisors etc. (Give details)

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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 years. -
(Documentary evidence to be submitted)

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10. Details of outstanding work (if any) with CEB -

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Date :

.....
Signature of the Applicant

**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-12and therefore submit my/our application herewith.

Position and Name of Signatory:

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

Date:

.....
Signature of Bidder and Seal

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 **Contractors for Civil Works (ICTAD Registered Grade C9 or above)** (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. 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
Eastern Province

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.....

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 :
Address :
NIC No.:
Signature :

Whiteness 1

Witness 2. Name :
Address :
NIC No.:
Signature :

Witness 2

Information Copy - Not for Bidding

Ceylon Electricity Board -Eastern Province

FORM OF PERFORMANCE BOND

To: CEYLON ELECTRICITY BOARD

WHEREAShereinafter called "Contractor" has to undertake, the **Contractors for Civil Works -2021(ICTAD Registered Grade C9 or above)** during the period 2021 under Contract No., hereinafter called "the contract".

And whereas it has been stipulated by you in the said Contract that the Contactor 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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Information Copy - Not for Bidding