

## **CEYLON ELECTRICITY BOARD**

NO: 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, Sri Lanka

### **Mannar Wind Power Project –Phase I Extension**

## **BIDDING DOCUMENT**

**FOR**

**Contract for Supply Excavators for Drainage Canal Excavation Work at  
Pesalei, Mannar Island.**

**BID NO: CEB/MFS/Ph.I EXT/2022/03**

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PROJECT DIRECTOR  
MANNAR WIND POWER PROJECT – PHASE III & PHASE I EXTENSION  
CEYLON ELECTRICITY BOARD  
NO.754, NEW PARLIAMENT ROAD  
PELAWATTA  
BATTARAMULLA  
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# CEYLON ELECTRICITY BOARD

NO: 50, SIR CHITTAMPALAM A. GARDINER MAWATHA,  
COLOMBO 02 – SRI LANKA

## BID DATA SHEET

|  |   |
|--|---|
| <b>SCOPE</b>                             | Supply two (02) Nos of 120 Hp Excavators with operators (one excavator shall be long arm) to excavate 3 km length Drainage canal at Pesalei, Mannar Island                            |
| <b>BID NUMBER</b>                        | <b>CEB/MFS/Ph.I EXT/2022/03</b>   |
| <b>BIDDING PROCEDURE</b>                 | <b>Single Stage</b>   |
| <b>OPENING &amp; CLOSING DATE OF BID</b> | BID will be closed at <b>10.00 hrs.</b> on <b>05/09/2022</b> and will be opened immediately thereafter.   |
| <b>PERIOD OF VALIDITY OF BIDS</b>        | The Bids shall be valid for <b>ninety (90)</b> days from the date of closing of Bids.   |
| <b>BID SECURITY</b>                      | <b>Sri Lankan Rupees Fifty Thousand Only. (LKR 50,000.00)</b><br><br>The Bid Security shall be valid for <b>One Hundred and Eighteen (118)</b> days from the date of closing of Bids. |
| <b>PLACE OF ACCEPTANCE OF BID</b>        | Office of Project Director (Phase III & Phase I Extension)<br>Mannar Wind Power Project<br>No. 754, New Parliament Road,<br>Pelawatta, Battamulla.                                    |
| <b>TIME SCHEDULE</b>                     | Please see <b>APPENDIX – E</b>  |

# GENERAL CONDITIONS OF BID

## 1. Scope of Work

- 1.1 The scope of work is to excavate a drainage canal at Pesalei area approximately 3km length (drainage route and canal cross section details are given in Appendix G). Successful supplier is expected to provide two (02) Nos of 120 Hp Excavators with operators to carry out the above task. One of the excavator shall be equipped with long arm.
- 1.2. During the execution of work, Ceylon Electricity Board (CEB), (herein after called as The Employer) may require modification to the above scope depending on the site conditions encountered during the execution of work, including increase the number of machine hours ,depth of excavations etc. in order to achieve satisfactory completion of work.
- 1.3. In such event, the Employer may inform any change required to the Contractor in writing, for which the contractor shall comply with, and the payment for such additional works will be calculated based on the unit rates provided by the contractor in Schedule of Quantities & Prices in Appendix C, and the final contract price may be adjusted accordingly.

## 2. Eligibility

- 2.1. The machine operator shall be well experienced with cutting slopes and drainage canals, whose names, assignment of work and carrier history shall be submitted for the approval of CEB, and no change or replacement to the approved operator of the machine shall be made during the excavation work without prior approval of CEB.
- 2.2. All bids should be in original bidding documents obtained from the Employer's representative, Project Director (MWPP-Ph.III & Phase I Extension) or from his authorized officer/s, on payment of a non-refundable fee of Rs. **1,000.00**, in cash or bank draft written in favour of "General Manager, Ceylon Electricity Board".

## 3. Qualification of the Bidder

To be qualified for award of Contract, bidders shall conform to the following:

### 3.1 General Experience:

Contractor /Supplier shall be registered under C7 category of CIDA or above.

### 3.2 Specific Experience:

Minimum of 2 years of Slope cutting/ drainage canal excavation works.

### 3.3 Financial Performance:

3.3.1 Average annual turnover of at least LKR 2 million over the past 2 years and availability of credit facilities of at least LKR 1 Million.

3.3.2 Copies of certified audited balance sheets, profit and loss statements for the last 2 years, if available, and other supporting documents shall be submitted by the bidder

in proof of sound financial capacity. The Employer has the right to make inquiries from the bidder's bankers.

### 3.4 Technical Capabilities

3.4.1 The Bidders shall clearly indicate that they have skilled manpower and other resources to complete the work within the contract period. It is expected that minimum of 02 Nos of excavators with operators shall be deployed to work parallel. The bidder shall have the ability to increase the number of excavators and operators (if required) to achieve the target dates.

### 3.5 Equipment Requirement

3.5.1 Bidder shall have a minimum of 02 Nos of 120 Hp excavators including one long arm excavator in good working condition, for execution of work.

3.5.2 A List of all equipment owned by or available to the bidder for the uninterrupted execution of work shall be provided by the bidder with his bid. Explanation on the use of all the equipment proposed and details of availability shall be given in the bid.

### 3.6 Power of Attorney

The bidder shall submit a valid power of attorney authorizing the signatory of the bid to commit the bidder.

## 4. Receipt of Bids

- 4.1. Bids shall be submitted in duplicate. The Original and Duplicate copy of the Bid shall be placed in two separate envelopes marked "**Original**" and "**Duplicate**". Both envelopes shall be enclosed in one securely sealed envelope. The Name "**Supply two (02) Nos of Excavators for Drainage Canal Excavation Work at Pesalei, Mannar Island and the Bid Number**" shall be clearly marked on the top left hand corner of the envelope. The **Name and Address of the Bidder** shall also be clearly marked on the envelope.
- 4.2. Project Director (MWPP-Ph.III & Phase I Extension), Ceylon Electricity Board, No. 754, New Parliament Road, Pelawatta, Battaramulla will receive sealed bids on behalf of Chairman-Divisional Procurement Committee-Projects of Ceylon Electricity Board.
- 4.3. The Bidder shall bear all costs associated with the preparation and submission of the bid and Ceylon Electricity Board will in no way be responsible or liable for those costs.

## 5. Closing of Bids

- 5.1. Bids enclosed, marked, sealed and addressed as aforesaid shall be;
  - 5.1.1. Sent under registered cover to reach **Project Director (MWPP-Ph.III & Phase I Extension), Ceylon Electricity Board, No. 754, New Parliament Road, Pelawatta, Battaramulla** not later than the Bid closing time as indicated in the Bid Data Sheet

or

5.1.2. Deposited in the Box provided for this purpose at the **Project Director (MWPP-Ph.III & Phase I Extension), Ceylon Electricity Board, No. 754, New Parliament Road, Pelawatta, Battaramulla** not later than the Bid closing time as indicated in the Bid Data Sheet.

or

5.1.3. Handed over to the officer authorized by **Project Director (MWPP-Ph.III & Phase I Extension), Ceylon Electricity Board, No. 754, New Parliament Road, Pelawatta, Battaramulla** not later than the Bid closing time as indicated in the Bid Data Sheet, before the closing time of bids. In such an event, the sealed cover should bear the name and address of the Bidder and a receipt should be obtained after such handing over.

5.2. Any Bid received after the closing time will be rejected and returned unopened to the Bidder or to his Agent.

## 6. Opening of Bid

6.1. The Employer shall conduct the opening of bids immediately after the closing time fixed for receipt of bids, at the Office of **Project Director (MWPP-Ph.III & Phase I Extension), Ceylon Electricity Board, No. 754, New Parliament Road, Pelawatta, Battaramulla** or such other place as arranged.

6.2. Bidders or their duly authorized representative/s may be present at the time of opening of bids.

6.3. The total Bid Sum, Name and Address of each Bidder, whether a Bid Security is submitted, the amount of the Bid Security and the amount of discount declared if any, as indicated in the Schedule of Quantities and Prices shall be read out or cause to be read out and recorded.

6.4. Detailed Prices, Technical Data, Specifications or other particulars of the Bid will not be divulged.

## 8.0 Bid Security

8.1 Each bid shall be accompanied by Bid Security in the form of a Bank Draft or a Bank Guarantee issued by a Bank operating in Sri Lanka and payable to the **General Manager, Ceylon Electricity Board**, equivalent in value to Sri Lankan Rupees **Fifty Thousand (LKR 50,000.00)**. Sample form of Bid Security is attached in Appendix – F.

8.2 All Guarantees should be unconditionally encashable; on the receipt of first written demand from General Manager, Ceylon Electricity Board or his authorized officer/s. Failure to submit the Bid Security at the time or before the closing of the bids will result in the bid being rejected.

8.3 The Bid Security shall be valid for **One Hundred and Eighteen (118)** days from the date of closing of bids. Bid Security of unsuccessful Bidders will be returned after the contract award is made to the successful Bidder. The Bid Security of the successful Bidder will be returned after receipt of the Performance Security.

8.4 The Bid Security may be forfeited;

- (a) if a bidder withdraws its bid during the period of bid validity specified in the Form of Bid or
- (b) if the Successful bidder fails to;
  - (i) sign the Contract

- (ii). furnish a Performance Security
- (iii). accept the arithmetical corrections of his/her bid

## **9.0 Schedule of Quantities and Prices**

- 9.1** The quantities given in the Schedule of Quantities and Prices shall be regarded as approximate only. Payment shall be made on measure and pay basis. The decision by the Project Director (MWPP-Ph.III & Phase I Extension) on the method of measurement and the final quantities for payment is final and conclusive.
- 9.2** The prices quoted shall be written clearly in ink or type written. The total amount of the offer should be given in words (in English) as well as in figures. Where the amount given in figures differs from the amount given in words, the amount given in words will be taken as correct. If the total cost differs from the product of unit rate and quantity, the unit rate will be taken as correct.
- 9.3** The prices quoted shall be excluding VAT, but including all other taxes and levies. The amount of VAT, if applicable, should be indicated separately and clearly. The VAT registration number should also be indicated in the Schedule of Quantities and Prices. A copy of the VAT registration certificate should be attached with the bid. The bidders who are not registered to collect VAT should submit a letter issued by Department of Inland Revenue to that effect. Declaration of VAT registration is a mandatory requirement for determination of bids and any bidder who does not declare VAT registration will make his/her bid liable for rejection.
- 9.4** The Contractors shall comply with regulations of the Department of Inland Revenue for payment of any kind of tax imposed by the government arising out of the contract and the contractor should allow for it in his/her bid price.
- 9.5** Bidders shall provide in the prescribed Schedule of Quantities and Prices, the name and address of the Bidder.
- 9.6** The payments will be made at the respective unit rates quoted in the Schedule of Quantities and Prices. Any extra work or work associated with the deviation of the locations, on written instruction by the PD (MWPP-Ph.III & Phase I Extension), will be paid at the applicable unit rates quoted in the schedule of prices.
- 9.7** Hourly Rates entered in Item No B of Appendix C-Schedule of Quantities and Prices is applicable only for work idling caused by objection of landowners or such other obstructions beyond the control of the Contractor. In such an event, the nature of the delay and the duration of delay shall be informed to the PD (MWPP-Ph.III & Phase I Extension) immediately and shall confirm in writing within 24 hours of such event. No additional payment would be paid to delays attributed to the Contractor or caused by adverse weather conditions. Decision of the PD (MWPP-Ph.III & Phase I Extension) will be considered as final and conclusive for the amount of payment certified for any extra work or any unavoidable delays.

## **10.0 Minimum Validity Period of Offer**

- 10.1** All offers shall be valid for a minimum period of **Ninety (90)** days from the date of closing of bids.
- 10.2** All prices indicated in the Schedule of Quantities and Prices shall be firm and shall not be subjected to any price variation within the contract period of bid.

## **11.0 Price Variance**

All quoted rates should be firm and fixed without any price variance within the Contract Period.

## **12.0 Bidder to Inform Fully**

Bidders shall acquaint themselves fully with the conditions of the bid no plea for lack of information or insufficient information will be entertained at any time. Bidders should visit the sites before submitting their offers.

## **13.0 Default Bidders**

A bid is liable to be rejected forthwith if it is submitted by a Bidder who has, in the past, failed to perform his obligation satisfactorily in accordance with the terms and conditions of his contract with the CEB.

## **14.0 Declaration of Directors**

When forwarding offers, Private Companies should declare the names of the Current Directors and the Share Holders of the Company. In the case of Public Companies, the Current Directors of such Public Company should be declared.

## **15.0 Proof of Ability**

**15.1** Bidders shall submit with their offer the documentary evidence of their ability to carry out the contract. Factors such as experience, nature of business, capital invested or authorized, turnover, availability of qualified personnel, tools, Measuring Instruments and communication equipment available and other relevant information. In particular, Bidders shall furnish information requested in **APPENDIX - D** with supporting documents to prove their ability and qualifications.

**15.2** The Employer reserves the right to call for further documentary evidence of the ability of the Bidders to fulfil the terms and conditions of bidding.

## **16.0 Documents and Details to accompany Bid**

All Bids should contain adequate particulars in respect of the items offered. Failure to furnish the following documents and details could result in the bid being rejected.

- i. Duly signed "Certificate of Purchase of Bidding Document" (**APPENDIX - A**) of this document.
- ii. Duly signed "Form of Bid" (**APPENDIX - B**) of this document.
- iii. Bid Security Vide Clause 8.0 substantially in accordance with the given format in sample forms (**APPENDIX - F**).
- iv. Duly completed "Schedule of Quantities and Prices" (**APPENDIX - C**) and "Proof of Ability" (**APPENDIX - D**).
- v. Variations and/or deviations from specifications if any.
- vi. Copy of the VAT Registration Certificate (If Applicable) and Business Registration Certificate.
- vii. Letter of confirmation to the time schedule (**APPENDIX - E**).

- viii. Document for proof of Eligibility Vide Clause 2.0 and Qualifications Vide Clause 3.0.
- ix. Particulars of Insurance Covers, Indemnity Bonds available or provided

### **17.0 Any Further Information**

Any further information can be obtained from the PD (MWPP-Ph.III & Phase I Extension) on any working day between 09.00 hrs and 15.00 hrs during the period of issue of Bid Documents (Telephone: 011-2889640, Fax: 011-2869631).

### **18.0 Evaluation of Bids**

**18.1** The Employer may seek in writing, clarifications or additional information on any Bids. In the absence of any response from the Bidder within the specified period, the Employer reserves the right to make its own decision even rejecting the bid. All responses to requests for clarifications or additional information shall be in writing and no change in the offered price shall be sought, offered or permitted.

**18.2** The awards will generally be made to the technically and commercially responsive, lowest evaluated bidder as decided by the Employer.

### **19.0 Power to Accept or Reject Offers and Intimation of Acceptance.**

**19.1** The Employer is not bound to award the bid for the lowest offer.

**19.2** The Employer reserves the right to reject any or all offers without adducing any reasons. The Employer may accept any offer or part of any offer and reserves the right to increase or decrease the scope of work at rates indicated in the Schedule of Quantities and Prices.

**19.3** The letter of award of contract will be sent by registered post to the successful Bidder to the address given in the Form of Bid.

### **20.0 Signing of Agreement**

Within **Fourteen (14)** days from the date of the Letter of Award or as given in the Letter of award, the successful Bidder shall sign a Contract Agreement incorporating all agreements between the parties.

### **21.0 Completion Period**

The canal excavation work shall be completed as per time schedule given in **APPENDIX - E**. The Bidders should specifically state in their bid whether they could comply with this time of commencement of contract and the completion period. If they are unable to comply with the said time of commencement and the completion period, they should clearly state their proposed commencement time and the completion period possible in the Bid.

### **22.0 Extension of Completion Period**

**22.1** The contractor should anticipate any delay at any time during the execution of work to comply with the time schedule given in **APPENDIX -E**, Contractor shall at once give notice accordingly in writing to the PD (MWPP-Ph.III & Phase I Extension) explaining the cause for the delay. In the case of delay, PD (MWPP-Ph.III & Phase I Extension) or the



officer authorized by him, shall have the option of either granting an extension or terminating the contract ruling the case as default of contract.

**22.2** If the extension is granted, the Contractor shall complete the work within the extended period but will in addition to any other liabilities incurred under this contract, be subject to a deduction of liquidated damages, unless the liquidated damages is waived or reduced by the Employer, in view of any special circumstances.

**22.3** If the extension of time is granted the Contractor shall extend the period of validity of Performance Security.

### **23.0 Liquidated Damages**

If the Contractor fails to achieve targets within the period(s) specified in time schedule given in **APPENDIX-E**, without prejudice to its other remedies under the Contract, the Employer will deduct from the Contract Value, as liquidated damages, a sum equivalent to **0.5%** of the Contract Value for each day or part thereof of delay until actual completion of work, up to a maximum deduction of **10%** of the Contract Value. Once the maximum is reached, the Employer may consider termination of the Contract.

### **24.0 Payment**

Payments for the work will be made as follows:

- i. Twenty percent (20%) of the contract sum will be paid as an advance payment on the receipt of an Advance Payment Bank Guarantee from a bank operating in Sri Lanka acceptable to CEB. A specimen form of bank guarantee is given in this Bidding Document APPENDIX - F.
- ii. Thereafter payment shall be made on submission of interim bills certified by the Employer.
- iii. Twenty percent (20%) of the cost of each bill of payment will be deducted as recovery of the advance payment. However, it will be fully deducted when the cumulative bill value reaches 80% of the contract sum
- iv. The payments for the excavation will be paid according to the respective rates (per unit) quoted in the Schedule of Quantities and Prices. Any extra work or work associated with the deviation will be paid at the rates quoted in the Schedule of Quantities and Prices.
- v. Every certificate for payment on account of work shall be regarded as only provisional and approximate.
- vi. The payment for delays due to unforeseen restrictions will be paid to the contractor on the rates given in the Schedule of Quantities and Prices only on the acceptance by the Employer.
- vii. The final payment shall be paid on the completion of the excavation works to the satisfaction of the the Employer as specified in this Bidding document. Any recovery to the Employer will be deducted from the final payment. The Employer reserves the right to recover any shortfalls.

### **25.0 Taxation**

#### **25.1 Income Tax**

The Contractor will have to comply with regulations of the Department of Inland Revenue for payment of any kind of tax imposed by the government arising out of the contract.

## **25.2 Value Added Tax (VAT)**

Any applicable VAT will be paid by the Employer at prevailing rates if claimed with the VAT registration number.

## **26.0 Contract not to be Sub-let.**

**26.1** The Contractor shall not assign or subcontract his obligations, without the written authority of the Employer.

**26.2** If any part of his obligation has been assigned or sublet by the Contractor with written authority, he shall nevertheless be held responsible for the due performance of the part assigned or sublet.

## **27.0 Indemnities**

**27.1** Each party shall be liable for and indemnify the other Party against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

**27.2** Notwithstanding the above, the Contractor shall be solely responsible for and shall indemnify and hold harmless the Employer from and against all claims, liabilities and costs of action in respect of injury to or death of any person in the employment of the Contractor or any of its Subcontractors.

**27.3** The Contractor shall indemnify and hold the Employer harmless against all third-party claims of infringement of industrial design or intellectual property rights arising from the use or provision of the works, including any equipment, drawings, documents or materials, or any part thereof.

## **28.0 Workmen's Compensation**

Adequate workmen's compensation and/or employer's liability insurance which complies with applicable legislation in Sri Lanka shall be provided and maintained by the Contractor for the entire contract period. This shall include cover against riots and civil commotion.

## **29.0 Insurance**

The Contractor shall obtain and maintain for the entire contract period an insurance cover against third party liabilities, in an amount not less than Two Hundred Thousand Sri Lankan Rupees (Rs 200,000.00) per occurrence of claim or series of claims arising out of any one accident or event. Maximum limit of the insurance cover shall not be less than One million Sri Lankan Rupees.

## **30.0 Force Majeure**

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

## **31.0 Arbitration**

If during the continuance of this contract or at any time after the termination thereof, any differences or disputes, which may arise between the parties hereto in regard to the interpretation of any of the provisions herein contained or any other matter or thing relating to this contract (other than any difference or dispute in respect of which a decision of the Employer is declared to be final and binding on the parties hereto) such difference or dispute shall be forthwith referred to an Arbitral tribunal in Sri Lanka. Composition of the Arbitral Tribunal, Jurisdiction of the Arbitral Tribunal, Conduct of Arbitration Proceeding, Awards and any other matters relation to the Arbitration shall abide by Arbitration Act, No. 11 of 1995 of the Democratic Socialist Republic of Sri Lanka.

**32.0 Law of the Democratic Socialist Republic of Sri Lanka.**

The bids and any contracts resulting there from shall be governed and abide by Law of the Democratic Socialist Republic of Sri Lanka.

Information Copy Not For Bidding

# TECHNICAL SPECIFICATION OF BID

## 1. GENERAL

### 1.1 AMBIGUITY OR DISCREPANCY IN SPECIFICATIONS

Any ambiguity or discrepancy as to the meaning of these specifications shall be referred to the Employer for interpretation and any instructions where necessary.

### 1.2 COORDINATION

The Contractor shall at all times keep the Employer informed about the progress and state of the works, in particular, the Contractor shall give notification to the Employer,

- 48 hours in advance of commencing any fieldwork.
- Immediately upon discovery of any unforeseen event or situation.

The contractor shall provide the access to the site at all times to Employer or his representative for the inspection works.

The contractor shall be sufficiently equipped with communication facilities to communicate with the Employer at any time.

The Contractor shall closely coordinate with the Employer for any clarification.

### 1.3 PROTECTION OF EXISTING SERVICES

The Contractor shall physically locate services onsite (if any), prior to beginning of any excavation where the locations of services shall be confirmed and shown to the Employer for approval prior to excavation.

The Contractor shall take all reasonable precautions to avoid damage if any such services above and below ground such as sewers drains water mains electricity and other cables etc., are available. In the case of any damage occurring to such facilities, the matter shall be immediately reported to the Employer. The cost of the necessary repairs or renewals shall be borne entirely by the Contractor.

## 2. SPECIFICATION

### 2.1 EXCAVATION

Excavation of all canal shall be in accordance with the cross section, line and grades shown in the drawings. Excavation of the slope shall be finished to have gradient indicated in the drawings or by the Employer.

Minimum excavation rate per hour in sandy soil shall be 32 m<sup>3</sup>. Rate of excavation can be varied according to the actual ground condition. Highly skilled operators shall be assigned for this work.

### 2.2 MACHINERY

Minimum of 02 Nos of 120 Hp excavators including one long arm excavator shall be deployed for execution of work. Machineries shall be in good working condition. Minimum capacity of bucket shall be 0.35 m<sup>3</sup>.

### **2.3 DISPOSAL OF EXCAVATED MATERIAL**

Excavated materials in excess of requirements shall be disposed of in the disposal area directed by the Employer. Waste material shall be piled up by taking sufficient measures to avoid injury or damage to adjacent area and properties.

Information Copy Not For Bidding

**CERTIFICATE OF PURCHASE OF BIDDING DOCUMENT**

**Bid No: CEB/MFS/Ph.I EXT/2022/03**

**Supply two (02) Nos of Excavators for Drainage Canal Excavation Work at Pesalei, Mannar Island**

(TO BE ATTACHED WITH THE OFFER)

Date : .....

Issued to M/s : .....

Address: .....

Tel No: ..... Fax No: .....

On behalf of M/s.....

.....

.....

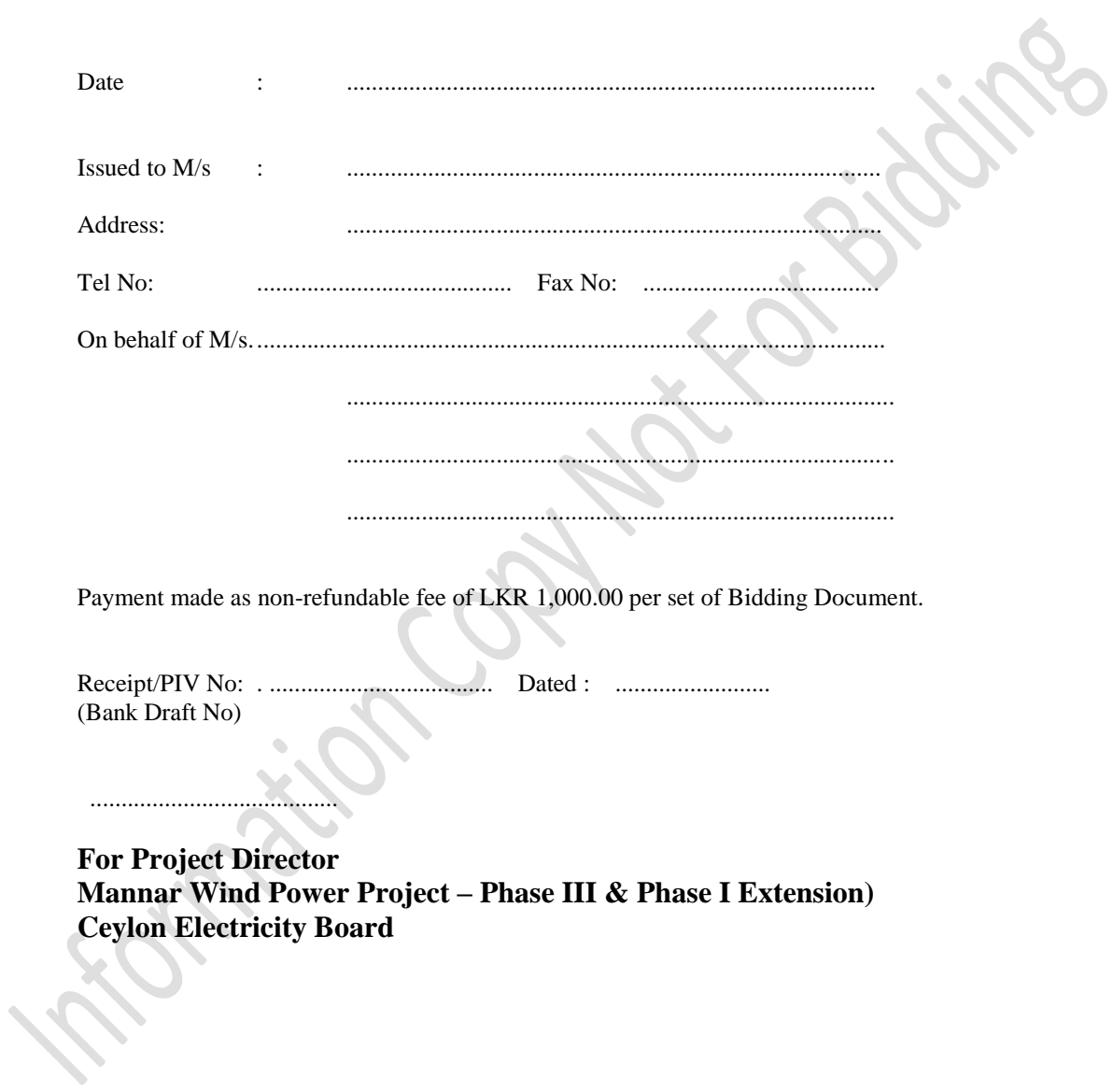
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Payment made as non-refundable fee of LKR 1,000.00 per set of Bidding Document.

Receipt/PIV No: ..... Dated : .....  
(Bank Draft No)

.....

**For Project Director  
Mannar Wind Power Project – Phase III & Phase I Extension)  
Ceylon Electricity Board**



**FORM OF BID**

The General Manager,  
Ceylon Electricity Board,

Dear Sir,

**Bid No: CEB/MFS/Ph.I EXT/2022/03**

**Supply two (02) Nos of Excavators for Drainage Canal Excavation Work at Pesalei, Mannar Island**

I/We having examined the Conditions of Bid, the Schedule of Quantities and Prices and all other Documents pertaining to this work/supply, do hereby offer and undertake to carry out the work /supply, to the satisfaction of the General Manager, Ceylon Electricity Board strictly in accordance with the conditions of Bid, at the prices set forth in the accompanying Schedule of Quantities and Prices pertaining to Bid No.: **CEB/MFS/Ph.I EXT/2022/03** and in consideration of the trouble and expense incurred by you in preparing the contract documents and in examining and considering the bid , I/We further undertake that this bid shall not be withdrawn by me/us before the expiration of **Ninety (90)** days from the date of closing but shall remain binding on me/us and may be accepted at any time before such expiration.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

**Signature of Bidder**

Date :

Bidder's Name :

Position :

Address :

Company Seal :

Witness 1 :

Signature :

Name :

Address :

Witness 2 :

Signature :

Name :

Address :

**Tender No: CEB/MFS/Ph.I EXT/2022/03**

**2.4 SCHEDULE OF QUANTITIES AND PRICES**

The Bidder shall provide a Contract Price based on the following bill of quantities. Payment to the contractor shall be in accordance with measure and pay basis.

**2.4.1 Supply of 120 Hp Excavators (one of the excavators shall be of long arm) for drainage canal excavation work at Pesalei, Mannar Island**

| <b>Item</b>            | <b>Work item</b>  | <b>Estimated amount</b> | <b>Offered rate per hour (LKR)</b> | <b>Total (LKR)</b> |
|------------------------|---|-------------------------|------------------------------------|--------------------|
| <b>A</b>               | <b>Excavation</b>   |                         |                                    |                    |
| A.1                    | Excavation work using 120 Hp Excavator (With excavator including fuel & operator)                     | 250 Hrs                 |                                    |                    |
| A.2                    | Excavation work using 120 Hp Excavator - Long Arm (With Long Arm excavator including fuel & operator) | 250 Hrs                 |                                    |                    |
| <b>B</b>               | <b>Hourly rate for idling due to unforeseen events as per clause 9.7</b>                              | 20Hrs                   |                                    |                    |
| <b>SUB TOTAL (LKR)</b> |   |                         |                                    |                    |

**FINAL SUMMARY**

**Supply two (02) Nos of Excavators for Drainage Canal Excavation Work at Pesalei, Mannar Island**

|                            |              |          |
|----------------------------|--------------|----------|
| TOTAL Bills of Quantities  | = Rs.        |          |
| Discount                   | = Rs.        | _____    |
| <b>TOTAL WITH DISCOUNT</b> | <b>= Rs.</b> | _____    |
| Other Taxes                | =            | Rs.....  |
| VAT                        | =            | Rs ..... |
| <b>GRAND TOTAL</b>         | =            | Rs _____ |

Total in words (without VAT) Rs. ....

..... I/We agree

to abide by the Conditions of the Tender.



Date:.....

.....  
Signature of Tenderer

Full Name and Address of the Tenderer:

.....

.....

Witnesses (1) .....  
Signature

(2).....  
Signature

Name & Address: .....  
.....

.....  
.....

Date: .....

Date:.....

Information Copy Not For Bidding

**Bid No: CEB/MFS/Ph.I EXT/2022/03**

**Proof of Ability**

Note: Please furnish the details in separate sheets indicating the reference in this table

|    |   |  |
|----|---|--|
| 01 | Registered Name of the Company  |  |
| 02 | Registered Address  |  |
| 03 | Telephone /Fax Nos.   |  |
| 04 | The date of Business Registration with Category C7 or superior.<br>(Please annex a copy of the Registration Certificate)            |  |
| 05 | Value Added Tax (VAT) No.<br>(Please attach a copy of the VAT Certificate)  |  |
| 06 | Names, Positions & Addresses of the Chairman/Directors of the Company   |  |
| 08 | Particulars of Technical staff to be employed for this work   |  |
| 09 | Detail of machineries, available for this work<br>(Please list equipment type, make, model, serial numbers and date of manufacture) |  |

|    |  |   |              |              |
|----|--|---|--------------|--------------|
|    |  |   |              |              |
| 10 | Bucket Capacity and Rate of Excavation of provided machine   |   | Machine No 1 | Machine No 2 |
|    |  | Bucket Size (m <sup>3</sup> )   |              |              |
|    |  | Rate of Excavation (m <sup>3</sup> /Hr)   |              |              |
| 11 | <p>Details of jobs in Hand</p> <p>(Please give Client, Description, Scope, Values of Contracts, percentage of progress, date of start, intended completion date and detail of the contact person for verification)</p> | <p style="text-align: center; opacity: 0.5; font-size: 2em;">Information Copy Not For Bidding</p> |              |              |
| 12 | <p>Particulars of General Experience in Drainage canal excavation, slope excavation works or Similar</p> <p>(Please give Values of Contracts and detail of the contact person for verification)</p>                    |   |              |              |
| 13 | <p>Annual turnover of last 2 years</p> <p>(please attach supporting Documents)</p>   |   |              |              |
| 14 | <p>Credit facilities available</p> <p>(please attach supporting Documents)</p>   |   |              |              |

Date:.....

.....  
Signature of Tenderer

Name of the Tenderer:

.....

**Tender No: CEB/MFS/Ph.I EXT/2022/03**

**TIME SCHEDULE FOR COMPLETION OF WORK**

**Supply Excavators for Drainage Canal Excavation Work at Pesalei, Mannar Island**

| Ref | Description   | Date/Days                                       |
|-----|---|---|
| 01  | Intended Month of Award of Contract                               | May,2022  |
| 02  | Signing of Contract<br>(Days, from the date of Letter of Award)   | Within 14 days from the date of Letter of Award |
| 03  | Date of Commencement<br>(Days, from the date of signing Contract) | Within 07 days from signing of contract         |
| 04  | Completion of all site works                                      | Within 45 days from commencement                |

**SAMPLE FORMS**

**TABLE OF SAMPLE FORMS**

- 1. BID SECURITY (BANK GUARANTEE)**
- 2. CONTRACT AGREEMENT**
- 3. FORM OF GUARANTEE FOR ADVANCE PAYMENT**

Information Copy Not For Bidding

## **BID SECURITY (BANK GUARANTEE)**

WHEREAS,..... [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated ..... [Date] for the Soil Investigation Works of Renewable Energy Absorption Transmission Development Project as more described in the Bidding Document No. **CEB/MFS/Ph.I EXT/2022/03** (Hereinafter called "the Bid")

KNOW ALL MEN by these presents that We ..... [Name of Bank] of ..... [Name of Country] having our registered office at ..... (hereinafter called "the Bank") are bound unto **General Manager, Ceylon Electricity Board** (hereinafter called "the Employer") in the sum of ..... for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ... day of ..... 2022.

### **THE CONDITIONS of this obligation are:**

- (1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Contract Agreement in accordance with the Conditions of Tender, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Conditions of Tender

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

This Guarantee will remain in force up to and including the date **118 days** after the deadline for submission of bids as such deadline is stated in the Conditions of Tender or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE: ..... SEAL .....

SIGNATURE OF AUTHORISED OFFICERS OF THE BANK :.....

WITNESS:

# **CONTRACT AGREEMENT**

**Bid No: CEB/MFS/Ph.I EXT/2022/03**

**Supply two (02) Nos of Excavators for Drainage Canal Excavation Work at Pesalei, Mannar Island**

THIS AGREEMENT made and entered into at Colombo on this ..... Two Thousand Fifteen by and between the **Ceylon Electricity Board** a body corporate established under the Act No. 17 of 1969 and having its Head Office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo – 2, Sri Lanka (herein after called “The Employer”) of the one part AND ..... whose registered office is at ..... (hereinafter called “The Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed namely the Soil Investigation Works of Renewable Energy Absorption Transmission Development Project as described in the Bidding Document (Bid No. CEB/MFS/Ph.I EXT/2022/03), and has accepted a Tender by the Contractor for execution and completion of such works in the sum of **Sri Lankan Rupees** ... .., Excluding Value Added Tax payable in Sri Lanka but including all other taxes and levies payable by the contractor (**LKR** .....), which is to be paid on measure and pay basis in the manner prescribed by the contract document.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this AGREEMENT words and expressions shall have the same meanings as respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this AGREEMENT namely:
  - (a) The Letter Confirming the Acceptance of Award dated .....
  - (b) The letter of Acceptance dated .....
  - (c) The said tender dated .....
  - (d) The Technical Specifications, Schedules & Drawings.
  - (e) The Tender Document, .....
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to design, execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the contractor in consideration of the design, execution and completion of the works and the remedying of defects

therein, the contract price on measure and pay basis at the times and in the manner prescribed by the contract.

IN WITNESS whereof, the parties have hereunto and to one other of the same tenor, set their respective seals and hands the day and year first above written.

For and on behalf of the **Ceylon Electricity Board**

Common seal of the Ceylon Electricity Board is affixed in the presence of ;

|          |                            |                            |
|----------|----------------------------|----------------------------|
| CEB Seal | Signature/Name/Designation | Signature/Name/Designation |
|----------|----------------------------|----------------------------|

For and on behalf of the .....,

Common seal of the ..... is affixed in the presence of

|              |                            |                            |
|--------------|----------------------------|----------------------------|
| Company Seal | Signature/Name/Designation | Signature/Name/Designation |
|--------------|----------------------------|----------------------------|

WITNESSES :-

| Name/NIC Number | Signature | Address        |
|-----------------|-----------|----------------|
| 1 .<br>.....    | .....     | .....<br>..... |
| 2 .<br>.....    | .....     | .....<br>..... |



**FORM OF GUARANTEE FOR ADVANCE PAYMENT**

To: General Manager, Ceylon Electricity Board,  
No. 50, Sir Chittampalam A Gardiner Mawatha,  
P.O.Box 540, Colombo 2, Sri Lanka

**Supply two (02) Nos of Excavators for Drainage Canal Excavation Work at Pesalei, Mannar Island**

Bid No : **CEB/MFS/Ph.I EXT/2022/03**

[name of Contractor]

In accordance with the provisions of the Conditions of Contract, Sub-Clause 25 ("payments") of the above-mentioned Contract, \_\_\_\_\_ [name and address of the Contractor] (hereinafter called "the Contractor") shall deposit with the Ceylon Electricity Board, a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank or financial institution], as instructed by the Contractor agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the Ceylon Electricity Board on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between the Ceylon Electricity Board 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.

No claim may be made by you under this guarantee until we have received notice from you specifying the amount of each advance payment, which has been paid to the Contractor pursuant to the Contract.

Our outstanding liability under this guarantee will reduce by such amounts as may be notified to us in your authorized writing and stated to be the reduction of this guarantee required to be made in accordance with the Contract by reason of the repayments made by the Contractor.

This guarantee shall remain valid in full effect from the date of the advance payment under the Contract until the Ceylon Electricity Board receives full repayment of the same amount from the Contractor.

Yours faithfully,

SIGNATURE AND SEAL OF THE GUARANTOR

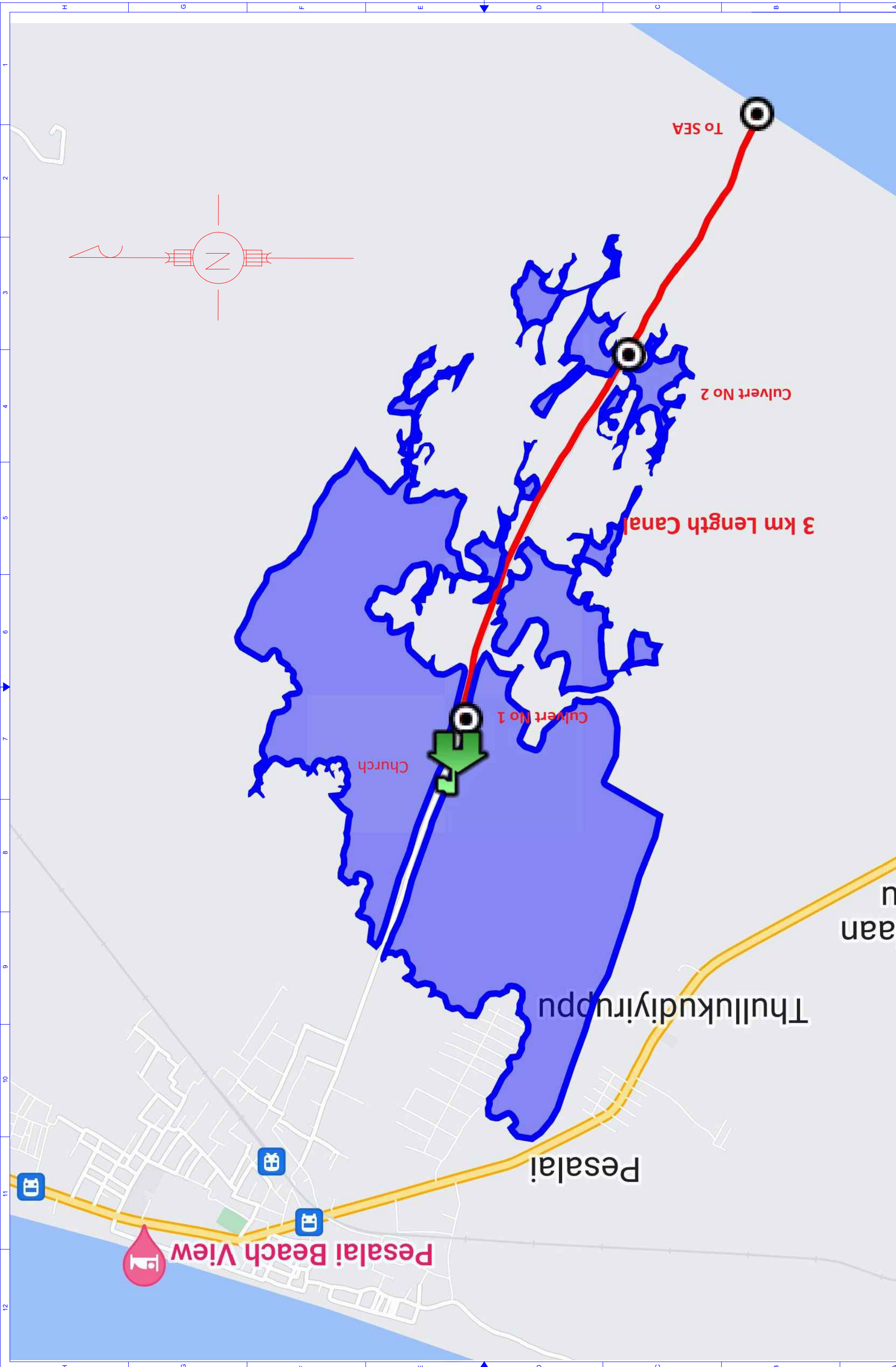
\_\_\_\_\_

NAME OF BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_





| Rev. No. | Date | Description | Drawn | Checked | Approved |
|----------|------|-------------|-------|---------|----------|
|          |      |             |       |         |          |
|          |      |             |       |         |          |

|  |  |  |                                     |  |                                      |  |                      |  |
|--|--|--|-------------------------------------|--|--------------------------------------|--|----------------------|--|
| <b>CEYLON ELECTRICITY BOARD</b><br>MANNAR WIND POWER PROJECT-PHASE 1 |  | Project Title<br>Drainage Canal Excavation @ Pesalai | DESCRIPTION<br>Drainage Canal Route | Scale - NTS<br>Size - A 4<br>Sheet 01 of 01<br>Dwg. No. CEB/MWPP-Ph. I/EX/CANAL/02 | Rev. Date<br>Rev. 0<br>01<br>01<br>0 | Drawn<br>Designed<br>Checked<br>Approved | PE<br>PE<br>PM<br>PD | Date<br>04.03.2022<br>04.03.2022<br>04.03.2022<br>04.03.2022 |
|--|--|--|-------------------------------------|--|--------------------------------------|--|----------------------|--|