

ORIGINAL /DUPLICATE

TENDER DOCUMENT FOR

CONSTRUCTION OF U DRAIN, HARD SHOULDER &
REPARING 1/4 CULVERT AT ELAMULLA
MANDARAMNUWRA GONAPITIYA ROAD



Contract Number: CPC/PRDA/PSDG/N/RIK/2025/04

Provincial Road Development Authority,

Central Province,

No. 09, Ehalepola Kumarihami Mawatha,

Kandy.

Contractors Name and Address:

.....
.....
.....
.....

INVITATION FOR BIDS (IFB)

1. The chairman of the Tender Board **Ministry of Road Development, Transport, Power & Energy and Housing & Construction**, will receive sealed bids for “**Construction of U Drain, Hard Shoulder & Repairing 1/4 Culvert at Elamulla Mandaramnuwra Gonapitiya Road**” Bids issuing will be closed on **05.06.2025 at 4.30 p.m.** Bid document could be obtained after sending an email to **prdatender@gmail.com** from **16.05.2025 to 3.30 p.m. on 05.06.2025**, requesting tender documents indicating **details of contracts as given in the notice, bidder’s email address and attaching a scanned copy of payment slip of Rs. 3,500/- as non-refundable bid document fee.**
2. Requesting letters for bid documents through emails will not be accepted **after 3.30 p.m. on 05.06.2025.**
3. Considering the request, bid documents will be emailed to the bidders from **16.05.2025 to 4.30 p.m. on 05.06.2025** during working hours.
4. Incomplete requests will be rejected with prior notification.
5. All bidders shall hold a valid CIDA registration as requested for works, a local government Organization registration of the area, and business registration for manufacturing & supplying asphalt. Bidders should get registered in terms of the Public Contract Act No. 03 of 1987 for works having a bid value of Rs. 5 million or above

	CIDA
Specialty	Highways
Grade	C 7 or above

6. Bids shall be valid for **(06.06.2025 to 04.09.2025) 91** days from opening date of the bid.
7. Non-refundable bid document fee **Rs. 3,500/-**
8. Bids must be accompanied with security of **Rupees 100,000/- in Cash or by bank bond address to the General Manager, PRDA, Central Province, No. 09, Ehalepola Kumarihamy Mawatha, Bogambara, Kandy.**
9. Bid security shall be valid up to **(06.06.2025 to 03.10.2025) 120** days from opening date of the bid.
10. Deadline for submission of bids: **06.06.2025 at 10.30 a.m.**
11. Sealed bids may be dispatched either by registered post or deposited in the Tender Box, placed at, **Ministry of Road Development, Transport, Power & Energy and Housing & Construction, No. 109, Yatinuwara Veediya, Kandy.**
12. Bids will be opened **immediately after the closing** at the above address and bidder or authorized representative can participate to the opening of bids.

13. Pre-bid meeting Will be held on **29.05.2025 at 10.30 a.m.** at Head Office, Provincial Road Development Authority, No 09, Ehelepola Kumarihami Mawatha, Bogambara, Kandy.
14. For further details or clarifications, bidders may contact **Head Office, (Contact No. 081-2052279, 081-2204378, and the email : prdatender@gmail.com)**
15. Bidder's shall provide a letter from bank (Central Bank Approved) for the Value of 50% for contract sum of liquid assets of credit facilities as an evidence to prove financial capability.
16. Bidders shall provide acceptable supporting documents to prove the "Previous similar work experience". Progress of the works under PRDA in past years shall be specially considered.
17. Relevant Public Finance Circulars issued by Ministry of Finance related to procurement works shall be considered.
18. Final decision to award more than one contracts for single bidder shall be taken by the procurement committee.

This contract is governed under the Condition of Contract of "Standard Bidding Document - 3" (published in year 2007) and this document to be read with respective sections of Standard Bidding Document -3 (here in after call as SBD 3) of ICTAD publication.

Important Document Should be provided by Bidders (For Information of Bidders)

(These documents shall be specially considered for eligibility of bidders during evaluation.)

- **Financial Details** - Certified (True Copy) Documents Issued by Bank (Central Bank Approved) to be provided to prove financial capability as given in the Bidding Document.
- **Previous Work Experience** - Certified (True Copy) Documents to be provided (Completion reports, handing over notes, CIDA/ CPR record book copy etc.)
- **Work in Hand** - Form should be completed. Present works in hand under PRDA - CP shall be especially mentioned. If bidder has no any work in hand mention as “No any works”.
- **Public Contract ACT No.03 - Registration** - Only for Over 5 Million Bids as given in bidding document
- **Bid Security/ Bid Bond** - Bank bond should be properly completed according to given format in bidding document or could be paid in cash.

Cash should be deposited only to the bank account No. 158100110000022, General Manager, Provincial Road Development Authority, Central Province. Cash deposit Slip issuing by the bank for bid bond should be included with following details
 - **Bidder’s name & address**
 - **Contract No.**
 - **Amount for each bid should be paid separately.**
 - **Clearly mention as “Bid Security” & the bid bond validity Period in the “Purpose row” in the Bank Slip.**

B. Section 1

Instruction to bidders

All of the section 1 of SBD 3 of ICTAD publication with following add.

C. Section – 2

Standard Forms given under in SBD 3

1. Letter of Acceptance
2. Agreement
3. Performance Security
4. Advance Payment Security
5. Retention Money Guarantee

FORM OF LETTER OF ACCEPTANCE

Date:

To :
(Name of the Contractor)

.....
(Address of the Contractor)

This is to notify you that your bid dated to Execute, complete, remedy any defects there in and maintain the (Name of the contract and identification number as given in the schedule) for the contract price of Rupees
.....
..... (amount in figures and words) as corrected in accordance with instructions to bidders and/or modified by a Memorandum of Understanding (if any) is hereby accepted.

The adjudicator shall be /shall be appointed by the Institute for construction training and development (ICTAD)

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 as per Clause 6.1 of Conditions of Contract)

The amount of Performance Security is (Fill as per Clause 4.4 of Conditions of Contract)

The deadline for submission of Performance Security is
(Fill as per Clause 4.4 of Conditions of Contract)

Authorized Signatory:

Name and Title of Signatory :
.....
.....

Name of Agency:

CONTRACT AGREEMENT

This Agreement made the of 202....., between
Chairman of Provincial Road Development Authority and
Member of Board of Director, Provincial Road Development Authority Central Province at No.09, Ehelepola
Kumarihamy Mawatha, Kandy (here in after called and referred to as "the Employer"), of the one part, and

/(Here in called and referred to as ("the Contractor") of the other part:

Where as the Employer desires that the Contractor execute

(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.

Contract Amount:

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.
 - a. This contract is governed according to the conditions & regulations given in SBD 3, Published by ICTAD in 2007.
 - b. Price Escalation will not be applicable to this contract as given in SBD 3,
 - c. All works should be carried out according to the specifications given in the document "Stranded Specification for Construction and Maintenance of Roads and Bridges" Published by ICTAD in 2009
2. The following documents shall be deemed to form and be constructed as part of this agreement. This agreement shall prevail over all other contract documents.
 - i. The letter of acceptance
 - ii. The letter of price bid
 - iii. The addend Nos.
 - iv. The particular conditions of contract (Contract Data)
 - v. The general condition of contract
 - vi. The Technical specification
 - vii. The Drawings
 - viii. The completed schedules

.....
 Chairman,
 Provincial Road Development Authority

.....
 Member,
 Board of Director,

.....
 Contractor / Supplier

3. 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.
4. 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

SEAL

.....
 Chairman,
 Provincial Road Development Authority,
 Central Province.

.....
 Member of Board of Directors,
 Provincial Road Development Authority,
 Central Province.

SEAL

In the presence of:

Witness

1. **Name and NIC No**
Signature
Address

2. **Name and NIC No**
Signature
Address

FORM OF PERFORMANCE SECURITY

(Unconditional)

Number:

Date:

Sum Guaranteed:

Name of the Contract

To: (Name of Employer, herein after called and referred to as “the Employer”) .
 (Address of Employer)

WHEREAS (Name and address of the Contractor, herein after called and referred to as “the Contractor”) has undertaken, in pursuance of contract no datedto execute (name of Contract) (Hereinafter called and referred to as “the contract”)

AND WHEREAS it has been stipulated by the Employer in the said contract that the contractor shall furnish the Employer with a Guarantee issued by a recognized organization for the sum specified there in as security for compliance with its obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a 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 Rupees(Amount of Guarantee) (Amount in words) such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay the Employer, upon the Employer’s first written demand and without cavil or objection, any sum of sums within the said amount as aforesaid without the Employer’s needing to prove or to show grounds or reasons for the Employer’s demand for the sum specified therein.

We hereby waive the necessity of the Employer’s demanding the said debt from the contractor before presenting us with the demand.

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

This guarantee shall be valid until a date 28 Days from the Intended Completion Date.

Signature and Seal of the Guarantor:

Name of the Organization:

Address:

Date :

Witness:

FORM OF ADVANCE PAYMENT SECURITY

Number:

Date:

Sum Guaranteed:

Name of the Contract

To: (Name of Employer, herein after called and referred to as “the Employer”)
 (Address of Employer)

In accordance with the provisions of the Conditions of Contract, Sub-Clause 10.11 (Advance Payment) of the above mentioned contract (Name & Address of contractor, Hereinafter called and referred to as “the Contractor”) shall deposit with the Employer a guarantee acceptable to the Employer to guarantee its proper and faithful performance under the said Contract in and amount of
 (amount of guarantee) (amount in words)

We, the (the name and address of the organization) as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Employer on its first demand without whatsoever right of cavil and objection on our part and without the Employer’s needing to prove or to show guarantee or reason for in the amount not exceeding Rupees
 (amount of guarantees) (amount of words) such amount to be reduced periodically by the amounts recovered by the Employer from the proceeds of the contract.

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

No drawings may be made by the Employer under this guarantee until we have received notice in writing from the Employer that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Contractor under the contract until the employer receives full repayment of the same amount from the contractor.

Signature and Seal of the Guarantor:

Name of the Organization:

Address:

Date :

Witness:

FORM OF RETENTION MONEY GUARANTEE

Number:

Date:

Sum Guaranteed:

To: (Name of Employer, herein after called and referred to as “the Employer”)
 (Address of Employer)

Whereas, it has been stipulated by the Employer in clause 10.5 of the Conditions of Contract that he would release to the contractor the full sum mentioned under the contract in pursuance of clause 10.5 on the contractor furnishing an unconditional guarantee acceptable to the Employer to the full value of the retention money, valid up to 28 days beyond the end of the Defects Notification Period.

We (Name and address of the Guarantor) as instructed by the Contractor, unconditionally and irrevocably, guarantee to pay the Employer upon the Employer’s first written-demand and without cavil or objection, any sum or sums within the said amount as aforesaid without the Employer’s needing to prove or to show grounds or reasons for the Employer’s demand for the sum specified therein and the said amount of Rupees (amount of guarantee) (Amount in words) in the event the contractor fails to carry out his obligations to rectify defects which he is responsible to rectify under the contract.

Signature and Seal of the Guarantor:

Name of the Organization:

Address:

Date :

Witness:

Form of Bid Security

(Bank Guarantee)

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("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 _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) 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 by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

[signature(s)]

D. Section – 3

All the conditions of Contract given in SBD – 3 document published by ICTAD and shall be read in conjunction with “schedule” given in section – 05.

SAMPLE

Section – 04

QUALIFICATIONS INFORMATION

Note : Prior to issue of the bidding documents, the Employer should insert relevant data for all items marked with an asterisk (*)

(To be completed by the bidder and submitted with the Bid)

	CIDA Registration		CPC Registration	
	Eligibility Requirement	Bidder' s Qualification	Eligibility Requirement	Bidder' s Qualification
Business Registration				
Registration No -				
Grade	C7 or above			
Specialty	Highways			
Expiry Date				
NCASL Membership				
Number				
Expiry Date				
VAT Registration Number				
Construction Program	(Attach as annex)			
Legal Status	(Public Company/Private Company/Partnership/ Sole Proprietor)			
Authentication of Signatory	(Attach as annex)			
Value of Material Supply works performed during last 5 years		Bidder's Qualification		
2000				
2021				
2022Million			
2023				
2024				

Work in Hand

Name of Client	Description of Work	Contract Amount	Completion Date	Work Progress

Note: Contractor must be completed above Table.

- Contractor's performance evaluation done by **PRDA** under Ministry of Road Development, Transport, Power & Energy and Housing & Construction - Central Province and the present for progress of works in hand under PRDA shall be considered by procurement committee before awarding the contract and final decision shall be taken accordingly.

Financial Capability

From Savings Account or Fixed Deposits	From Bank Loan or Bank Overdraft

Bidder Should Provide Proof document certified by bank or financial institution within Last 3 months for Confirmation and also not certified copies shall not be accepted.

Financial Capability should cover at least 50% of the Contract sum

Qualifications Information

Value of similar works completed in last 10 year as main contractor or sub contractor	Eligibility Experience in at least one similar works where the value should not be less than tendered sum within last five years (Contracts completed Under PRDA CP should be Specially Mentioned) should provide supporting document		
Major items of Plant equipment proposed	Type of capacity (insert requirement)	Required Nos.	Proposed by bidder (make capacity)
Asphalt Plant			
(With daily Production Capacity)			
Qualification and Experience of Key Staff	Required Nos.	Proposed by Bidder (Name, Experience and Qualifications)	
Full Time Technical Officer with road experience	01		
Site Supervisor	01		
List Other Information Required			

Signature of Bidder :

Seal

F. Section – 5

ITB CLAUSE	CONDITIONS OF CONTRACT	ITEM	DATA
1.	1.1.8	The Employer is:	Name : Chairman Address : Provincial Road Development Authority, No:09, Ehalepola Kumarihamy Mawatha, Bogambara, Kandy.
	1.1.09	Name of Authorized Representative	: General Manager Address : Provincial Road Development Authority, Central Province.
	1.1.10	The Engineer is:	Name : General Manager Provincial Road Development Authority, No: 09, Ehalepola Kumarihamy Mawath, Bogambara, Kandy.
		Name of Authorized Representative	: Chief Engineer - Nuwaraeliya & Executive Engineer - Rikillagaskada
1 & 13	1.1.21	Summary of The Works consists of	
		Works Located at	: D.S Division – Walapane
		Contract Name	: Construction of U Drain, Hard Shoulder & Repairing 1/4 Culvert at Elamulla Mandaramnuwra Gonapitiya Road
		Contract Number	: CPC/PRDA/MAIN/N/RIK/2025/04
	1.1.13	Working days mean	: Calendar days excepts Sunday, Poyaday & Mercantile holidays.
1.	1.1.14	Intended Completion Date	: Intended Completion Date is 90 from the start Date (Including the holidays given in above Clause 1.1.13)
2.		Source of Funds	: Source of funding is Maintenance
3.		Eligibility	: The requirement is; * As per Instruction to bidders and Qualifications Information
12.		Documents of Bid :	Any other information
13.	10.10	Price Adjustment	: Not Applicable –
13		Provisional Sum	following percentage of actual cost. Shall be paid for provisional sum of Bill of Quantities.
		i.	Works executed by Utility Authorities – 10%
		ii.	Supplying Bonds etc & Services- 10%
		iii.	Works directly executed by Contractor – 20%

ITB CLAUSE	CONDITIONS OF CONTRACT	ITEM	DATA
	10.5	Optional Method For payment or Retention	: Insert only if required; after the taking over the work and on reaching the limits of the retention stated in the Schedule under Sub-Clause 10.3 the Contractor may substitute full retention money with an unconditional guarantee acceptable to the employer to a value equal to the full retention money, and valid up to 28 days beyond the end of such guarantee the Employer shall repay the full retention money.
	10.11	Advance payment	: upon the payment of the advance payment in full. The Employer shall return the original of the advance Payment guarantee to the Contractor.
	13	Insurance	
	13.1(a)	Contractor	: 110% of the initial contract price all risk policy.
	13.1(c)	Insurance,	: minimum amount for third party insurance is Rs.....
	13.1(d)	Insurance for Employer and Contractor's Personnel	: Minimum Insurance for Employer and Contractor's personnel is Rs.....
33.	1.1.11	Adjudicator	: The Adjudicator proposed by the Employer is as agreed. Both parties or select from IESL panel or CIDA panel : Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared by the Contractor and the Employer.

ITB CLAUSE	CONDITIONS OF CONTRACT	ITEM	DATA
31.	4.4.	Performance Security	<p>: Amount of Performance Security required is 05% of Contract value. To be address to,</p> <p>General Manager, Provincial Road Development Authority, No. 09, Ehalepola Kumarihamy Mawatha, Bogambara, Kandy.</p> <p>: The bid security in Cash shall be deposited to following account.</p> <p>Name of Account: General Manager, PRDA, CP</p> <p>Account No : 158100 11 00000 22 Bank : People's Bank Branch : Senkadagala</p> <p>or</p> <p>The Bid security shall, at the bidder's option, be in the form of a bank bond from a Central Bank approved Commercial Bank.</p>
6.4	Late Completion	:	The amount to be paid is 0.05 % of Initial Contract Price per Day, subject to maximum of 10% Initial Contract Price
8.1	Notification	:	The period for Defect Notification is as and when Seen of defects within defect liability period.
10.3	Retention	:	<p>The amount of retention is 10% of certified Work done.</p> <p>The maximum amount of retention is 5% of Initial Contract Price.</p>

G. Section – 6

Specification

Relevant specification for this contract is the standard specification published by ICTAD for roads and Bridges given in the document Standard Specification for Construction and Maintenance work for Roads & Bridges. (ICTAD Publication SCA /5)

H. Section - 7

The B.O.Q where the quantity & rates given under the contract.

FORM OF BID

Name of Contract **Construction of U Drain, Hard Shoulder & Repairing 1/4 Culvert at
Elamulla Mandaramnuwra Gonapitiya Road**

To : **General Manager,
Provincial Road Development Authority,
No 9, Ehalepola Kumarihamy Mawatha,
Kandy.**

Gentleman,

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1. Having examined the Conditions of contract given: in the Standard Bidding Document - Procurement of Works - Minor Contracts [ICTAD/SBD/03-First Edition (Revised), Year 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 and Bills of Quantities and Addenda for the sum of

Sri Lankan Rupees

(SL, Rs) or such other sums as may be ascertained in accordance with the said Conditions.

2. We/I knowledge that the Schedule forms part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedule.
4. We/I agree to abide by this Bid for the period of91..... (Insert number of days) days 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/me.
6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this Day of20..... In the capacity of duly authorize to sign tenders for and on behalf of

.....

(IN BLOCK CAPITALS)

Signature :

Address :

Witness :

SECTION 7

BILL OF QANTITIES

BILL OF QUANTITIES

- **RATES AND PRICES TO BE FOR WORK COMPLETE**

The Rates and prices entered in the Bill of Quantities shall be deemed the full inclusive value of the work covered by the Items, including all other expenses, establishment charges, overheads, profits, etc.

- **VAT Components**

1. VAT Components shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However, the VAT component shall be shown separately at the end of the BOQ and VAT Form given in Section 10.

Rates and Amounts without VAT shall be considered for the evaluation.

SECTION 8

DRAWING