

This document should not be issued to bidders

FOR USE OF NWSDB OFFICIAL ONLY

**GUIDELINES TO FILL
BIDDING DATA AND CONTRACT DATA IN STANDARD
BIDDING DOCUMENT FOR WORKS CONTRACTS**

DOCUMENT NO : NWSDB/SBD/CIVIL/V5

This document is to be used for local competitive Bidders (LCB) and works contracts from SL Rs 05 million upto 100 million in such as

Treatment Plant
Reservoir/ Tower
Intake
Pipe Laying
Building

July 2014- VERSION 5

G. Bidding Data

Note: Guide Line to fill Bidding Data is given in italic letters. After preparation of Bidding Data please delete the Guide Line. (Please note that the close nos. given hereunder are that of Instructions to Bidders)

Instructions to Bidders Clause Reference

(1.1) The Works consists of

[Include a summary of work including name, identification number, including components of the works etc., relationship to other contracts under the project etc]

(1.2) Located at*[insert the place with same detail to identify the locations]*
Intended Completion Date is Days from the Start Date.

[Insert Contract period in Days]

(1.3) The non-refundable Tender fee is Rupees _____ Plus
Applicable VAT, payable in cash.

(Shall be determined as follows:)

Engineers' Estimate (Rs.) Excluding VAT	Revised Non Refundable Tender Fee (Rs.)
2.0 Millions	2,000
2 – 5 Millions	4,000
5 – 7.5 Millions	5,000
7.5 – 10 Millions	6,000
10 – 20 Millions	8,000
20 – 50 Millions	10,000
50 – 100 Millions	15,000
100 – 500 Millions	25,000
500 – 1000 Millions	50,000
Above 1000 Millions	100,000

The Bid forms will be issued until _____

[Insert times and dates of issuing of bidding documents; This shall be filled by the Tenders and Contract Branch, Regional T&C Sections or Project Management Unit]

(2.1) The source of funds is _____

[Insert name of the funding Source eg. for Capital Budget GOSL, for Board funds – NWSDB funds/O&M, Foreign funded Project – Name of the funding Agency.]

(4.2) The registration required

Specialty _____ } [shall be stated same as in
Grade _____ } Invitation for Bids]

Required Grade shall be included in C categorizations

(4.4) * Minimum qualification to qualify for the award of the Contract is :

(a) (Specify the appropriate works based on the scope of the contract)

Over the last five years

For Water Tower –

1. *Below 300 m³ capacity– Any type of Water Tower*
2. *Above 300 m³ and below 1000 m³ capacity– Similar type Water Tower*
3. *Above 1000 m³ capacity - Similar type but min. of 1000 m³ capacity.*

For Reservoirs – above 450 m³ capacity – minimum of 450 m³

capacity reservoir

below 450 m³ capacity – same capacity reservoir

For Pipe laying- Range of diameter and length of laying (50% or 10 km which ever is less) (aggregate of pipe lengths under different contract should be considered)

(b) Average of the annual volume of construction work

(i) *If contract period is less than one year, the value of the Engineers estimate,*

(ii) *If contract period is more than one year, 1.5 times annual value of the proposed work *1*

**1 Annual Value of proposed work,*

$$= \frac{12 \times \text{Engineer's estimate}}{\text{Contract duration in months}}$$

The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments, which may be made under the contract, shall be not less than Rs. _____

(c) *Financial capability shall be*

*Working Capital*1 + present available credit facilities for the company*2 + credit facilities exclusively for this contract - 0.1 x current work commitments*3 > Rs.....*4*

(Documentary evidence to justify shall be submitted)

**4 (i) For Major Contracts (more than Rs. 100 million)- Financial requirement for 4 months period*

(ii) For Other Contracts (less than Rs. 100 million)- Financial requirement for 3 months period

Note ;

These qualifications should be decided not to restrict bidders but to allow for wider competition as no competition. Same time it should discourage bidders who do not have adequate capacity.

(15.1) The Bid shall be valid for days from the date of closing of the bids (excluding closing date) as specified in the IFB.

*{ For DPC/RPC – 91 day
For MPC – 119 days }*

(16.2) Bid Security shall be:

- For an amount Rs *[should be same as in IFB and a fixed lump sum amount equivalent to 1% to 2% of the estimated contract value]*

Valid until (give the Date) *[Should be a date 28 Days beyond the validity of the Bid]*

(17.0) Pre Bid meeting *will /will not* be held

Pre Bid meeting - Venue _____

Date _____ Time _____

[If a pre bid meeting is to be held, give a time, date and venue. To be filled by the T&C section]

(19.2) b Contract name: _____

[Insert the name of Contract]

Contract no. _____

[Insert the Contract Number]

Contract Data

Note: Guide Line to fill Bidding Data is given in italic letters. After preparation of Contract Data, please delete the Guide Line.

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

(1.0) The Employer is

Name: National Water Supply and Drainage Board,

Address: Galle Road,
Ratmalana

Name of Authorized Representative: The Chairman,
National Water Supply & Drainage Board,

The Engineer is

General Manager,
National Water Supply and Drainage Board,
Galle Road, Ratmalana.

Name of Engineer's Representative : _____

(Fill the Name of PD / DGM of relevant RSC and Designation)

The Works consists of *[Detailed Description of the work to be done to be included here]*

The Site is located at*[give the direction to locate the site]*

The Start Date shall be 14 Days from the Letter of Acceptance.

(2.3) The documents forming the Contract shall be interpreted in the following order of priority:

1. Agreement
2. Letter of Acceptance,
3. Memorandum of understanding (if any)/Addenda prior to signing the Agreement
4. Contractor's Bid,
5. Contract Data,
6. Conditions of Contract
7. Specifications (Specifications given in this document supersedes the ICTAD specifications).
8. Drawings
9. Bills of Quantities
10. Schedule of Particulars
11. Any other document (if any)

Any other document listed in the Contract Data as forming part of the Contract.
The following documents also form part of the Contract.

- | | |
|--------------------|----------------------------|
| 1. Appendix 2 | 8. Appendix 10 |
| 2. Appendix 3 | 9. Appendix 11 |
| 3. Appendix 3A | 10. Appendix 12 |
| 4. Appendix 4A, 4B | 11. Appendix 13 |
| 5. Appendix 5 | 12. Appendix 14A, 14B, 14C |
| 6. Appendix 7 | 13. Appendix 15A, 15B, |
| 7. Appendix 8 | 14. Appendix 19 |

(8.1) Schedule of other contractors:

[If there are other contractors working in the same scheme/Project fill those details here. Otherwise delete the clause]

Name	Period
_____	_____
_____	_____
_____	_____
_____	_____

Clause 9 Add to the sub clause 9.1

(9.1) Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined,

(a) Technical

(b) Managerial

} (*P lease refer Appendix 2 of the tender document*)

- (13.1)** The minimum insurance covers shall be :
- (a) • The minimum cover for insurance of the Works and of Plant and Materials is 110% of the Initial Contract Price.
 - The maximum deductible for insurance of the Works and of Plant and Materials is 5% of the each claim.
 - (b) • The minimum cover for loss or damage to Equipment is the replacement cost of equipment
 - The maximum deductible for insurance of Equipment is 5% of the replacement cost of each equipment
 - (c) • The minimum cover for insurance of other property (other than the Site) is to cover the building and property adjacent to the site and reinstatement of (Specify depending on site)
 - The maximum deductible for insurance of other property (other than the Site) is 5% of the each claim.
 - (d) The minimum cover for personal injury or death,
 - For third party and employees of the Employer and other persons engaged by the Employer in the Works is Rs 1,000,000 per event, Number of events are unlimited
 - (e). Minimum cover for loss of business and loss of revenue is Rs. 1,000,000.00
No. of events unlimited.
 - (f) Minimum cover due to damages to existing properties / structures from excavation for pipe laying or and structures, driving sheet piles, working machineries, rock blasting operations is Rs. for event. No. of events are unlimited.
 - (d) The minimum cover for personal injury or death,
 - For third party and employees of the Employer and other persons Engaged by the Employer in the Works is Rs 1,000,000/= per event, No of events are unlimited.
 - (e) • Minimum cover for loss of business and loss of revenue is Rs 1,000,000/=.
No of events unlimited.

- (13.2) (a) The minimum cover for personal injury or death,
- For the Contractor's workmen is Rs 1,000,000 per event , No of events are unlimited.
 - Contractor's employees other than workmen is Rs 1,000,000/= per event , No of events are unlimited.
 - Employer's Employees and Consultant's Employees is Rs. 1,000,000/= per event , No of events are unlimited.
- (17.1) The Intended Completion Date for the whole of Works shall be _____ days from Start Date. *[Fill the contract period in Days here]*
- (21.1) The Site Possession Date shall be 13 Days from Letter of Acceptance.
- (27.1) The Contractor shall submit a program for the Works within 07 Days of delivery of the Letter of Acceptance.
- (27.3) The period between Program update is within the quarter of the Contract period.
- (27.4) The amount to be withheld for late submission of a Program is 2% of the Initial Contract Price.
- (31.3) Progress meeting shall be held at least once a month and progress report shall be submit by the Contractor.
- (39.2) Engineer may order variations up to a total cumulative value not exceeding the amount of money allocated for contingencies in the Summary of Bills.

Variations

Add the following sub clauses.

- (1) Where the Contract provides for payment in more than one currency, the proportions or amounts to be paid in foreign currencies in respect of provisional sum items shall be determined in accordance with the principals set forth in Clause (1) & (2) of this Sub Clause as and when these sums are utilized in whole or in part in accordance with the provisions of Clause 63 hereof.
- (44.1) The following events shall also be Compensation Events: [To be filled if required , otherwise delete the Clause]
1. _____
 2. _____

(46.1) The exchange rate used for calculating the amounts to be paid in currencies other than Sri Lanka Rupees (*not applicable*)

(47.1) The Contract Price is / is not subjected to price adjustment, [*Delete the inapplicable word*]

Weightings of Inputs are given in Appendix A of Contract Data in Contract Document

Non adjustable element are given in Appendix A of Contract Data in Contract Document

[If price adjustment is not given, delete above two sentences. It is recommend to allow for price adjustments if the Contract period is more than 90 Days]

(48.1) The retention from each payment shall be 10% percent of the certified work done.

(48.2) The limit of retention shall be 5% percent of the Initial Contract Price.

(49.1) The liquidated damages for the whole of the Works shall be Rs _____ per Day.

[Calculate the liquidated damages and fill the amount and is calculated by dividing 10% of the Contract Price by one third of Contract Period in Days]

The maximum amount of liquidated damages for the whole of the Works shall be 10 percent of the Initial Contract Price.

(51.0) Bank guarantee for Advance payment shall be issued by a recognized bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka in the Format for Advance payment Security included in section 12- Standard Forms – Volume II.

(52.1) The Performance Security shall be 5% percent of the Initial Contract Price.

(58.1) The operating and maintenance manuals and/or as built drawings shall be provided within 28 days of Completion Date.

(58.2) The Engineer shall withhold 5 % of the Initial Contract Price.

[If the contractor does not supply the Drawings and /or manuals by the dates sated in the Contract data 58.1 , or they do not receive the Engineer’s approval , the Engineer shall withhold this amount]

(60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 25% of the value of remaining works.

For Contract Data

47.1 Input Percentages for Major Items

With reference to Sub – clause 47 (b) of the Conditions of Contract, the “Input Percentages’ for major items are

Input Name	Input Percentage
Total	

47.1 Non Adjustable Elements

With reference to sub clause 47 (c) of the “Conditions of Contract” the BOQ item Nos that shall be considered as ‘ Non- Adjustable elements are

Items in General Bill, Provisional Sums, DI/PVC/PE/GI/Steel/GRP Pipes, Fittings , Specials and Valves and any other items which does not belong to the categories of Inputs listed above).

.....

 (State if there are any others)

