

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE**

**TEACHING HOSPITAL, PERADENIYA**

**EXPANSION OF WARD NO.07 & 08 AT TEACHING HOSPITAL, PERADENIYA**

**BIDDING DOCUMENT**

**CONTRACT NO: .....**

**Volume I - (Retain by the Bidder)**

**Section 01 – Instructions to Bidders**

**Section 02 – Bidding Data**

**Section 03 – Conditions of Contract**

**Section 04 – Contract Data**

**Section 05 – Standard Forms (Contract)**

**Volume II – (For the use as “Original” document to submit)**

Invitation for Bid

Section 02 – Bidding Data

Section 04 – Contract Data

Section 06 – Specifications (Attached as Annexure I)

Section 07 – Form of Bid

Section 08 – Bills of Quantities

Section 09 – Schedules

Section 10 – List of Drawings (Attached as Annexure II)

Section 11 – Standard Forms (Bid)

**Volume III – (For the use as “Duplicate Copy” to submit)**

Section 07 – Form of Bid

Section 08 – Bills of Quantities

Section 09 – Schedules

**CONSULTANT**

CENTRAL ENGINEERING CONSULTANCY BUREAU  
No. 415,  
BAUDDHALOKA MAWATHA  
COLOMBO 07

**CLIENT**

MINISTRY OF HEALTH, NUTRITION & INDIGENOUS  
MEDICINE  
“ SUWASIRIPAYA “,  
385, REV BADDEGAMA WIMLAWANSA THERO  
MAWATHA  
COLOMBO 10

**FEBRUARY 2025**

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**SECTION 1**  
**INSTRUCTIONS TO BIDDERS**

## **INSTRUCTION TO BIDDERS**

Instructions to Bidders applicable to this contract shall be those given in Section-I of the Standard Bidding Document, Procurement of Works, and CIDA Publication No. **CIDA/SBD/02, Second Edition, January 2007** with **addendum 01 issued up to October 2009**, published by the Construction Industry Development Authority (CIDA), "Savsiripaya", 123, Wijerama Mawatha, Colombo 7.

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from CIDA

Instructions to Bidders shall be read in conjunction with the Bidding Data provided under Section-2 of Bidding Document.

Instructions to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.

**SECTION – 2**  
**BIDDING DATA**

**Note:**

This section shall be read in conjunction with Section I – Instructions to Bidders, and is intended to provide specific information in relation to corresponding clauses in Section I. Whenever there is a discrepancy, the provisions in Section 2 – Bidding Data shall supersede these provided in the Section I - Instructions to Bidders.

## BIDDING DATA

### Instructions to Bidders

#### Clause

#### Reference

#### 1.1 Employer's Name and Address:

Name : Secreatry,

Address : Ministry of Health, Nutrition & Indigenous Medicine  
" SUWASIRIPAYA ",  
385, Rev Baddegama Wimlawansa Thero Mawatha  
Colombo 10 .

#### 1.1 Scope of Works

Expansion of Ward No.07 & 08.

Work mainly consists of :

Reinforced Concrete super structure, Brick works, Roof works, water proofing, Wall & Floor finishing works, Electrical & Plumbing works (refer BOQ for more detail) .

#### 1.2 Time for Completion

The Time for Completion for the whole of works shall be **360 days**

#### 2.1 Source of funds

The Source of Fund is GOSL.

#### 4.1 Qualification Information

The following information shall be provided in Section 9 - Schedules:

- CIDA registration
  - Registration number .....
  - Grade .....
  - Specialty .....
  - Expiry date .....
- VAT registration number .....
- Attach construction program
- Attach legal status (Sole proprietor, Partnership, Company etc.)
- Attach authentication for signatory
  - Total monetary value of construction work performed for each of the last five years
  - Experience in works of a similar nature and size for each of the last five years
  - Construction equipment
  - Staffing
  - Attach Work plan and methods
  - Authentication letter/ Power of Attorney
- Proofs for work in hand
  - PCA 3 Certificate

**4.1 (c)** Not applicable

**4.2(a)** ICTAD/CIDA registration required  
Specialty: **Building Construction**  
Grade: **C4 and above**

**4.2(b) Average annual volume of construction work performed in last 5 years**

Average annual volume of construction work performed in last five years shall be at least LKR. 155,000,000.00

**4.2(c) Experience in the Construction works**

The Bidder should have experience in construction of one similar nature projects during past 5 years. The minimum amount of Contract value of each project shall **Rs:70.00 Million**. At least 75% of each project should have been completed within the original contract period

**4.2(d) Essential equipment**

Proposals for the timely acquisition (own, lease, hire, etc.) of the following minimum required essential equipment shall be entered in Schedule 5 of Section 9 “Schedules”. Concrete Mixers, Pocker Vibrator, tippers, scaffoldings, and surveying Equipments.

**4.2(e) Qualification and Experience of the Staff of Contract Manager**

- Technical Assistant I (01 nos)– QS (Full time at site) – NVQ4 or equivalent with minimum 3 years' experience.
- Technical Assistant II- (02 no)– Civil (Full time at site)– NVQ4 or equivalent with minimum 5 years' experience
- Site Engineer– Civil (Full Time) – Degree in BSc Engineering (Associate member of the Institute of Engineers in Sri Lanka with 10year Experience) or NDT/ NDES with 15year experience.

This is the minimum requirement and the successful bidder shall assign all other necessary staff in compliance with all other contractual stipulations.

**4.2(f) Liquid assets and /or credit facilities required**

- (e) 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: 25,000,000.00**

**4.2 (g)** As the estimate cost for the procurement exceeds the Rs.5 million the bidder shall register at the registrar of Public Contract Sri Lanka (Act No. 03 of 1987) at the time of submission of bids (PCA 3) and forward the certificate

**10.1 Clarification of Bidding Documents**

Employer’s address for clarification in bidding document is as below.

Name : Director,

Address : Director,  
Teaching Hospital,  
Peradeniya

**13.1(A) (j),** Documents comprising the Bid  
(as per the ITB Clause No. 13.1)

**13.1(B) (d)**

No Additional information required

**14.3** VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT.

If bidder is registered for VAT, the bidder shall indicate the amount of VAT claimed separately at the end of the Bill of Quantities, in addition to the net value of the bid, along with VAT registration number. The amount written on the Form of bid shall be without VAT. Any bidder who does not declare his VAT registration number will be liable for rejection of his bid.

If any bidder is not registered for VAT, the bidder shall indicate the net value of the bid. Under this category bidder shall produce a letter from the Commissioner of Inland Revenue Department, certifying that the Company has not been registered for VAT, and should be attached to the bid. Any bidder who does not comply with this requirement will be liable for rejection of the bid.

**14.4 Adjustments for change in cost**

The Contract is subjected to price adjustment.

**15.1 Currency of Bid**

The Bidder shall be quoted only in Sri Lankan Currency (LKR)

**16.1 Period of Bid validity:**

The Bid shall be valid upto **91** days from date of closing of bid. (valid upto 6<sup>th</sup> June, 2025)

**17.1 The amount of Bid Security**

The Amount of Bid Security **LKR 1,050,000.00**

**17.2 Validity of Bid Security**

The Bid Security shall be valid up to **minimum of 28 days beyond the validity of Bid** as per attached specified format. (valid up to 03<sup>rd</sup> July 2025)



Securities and Guarantees shall be on demand guarantees issued by

- A bank operating in Sri Lanka approved by Central Bank of Sri Lanka
- A reputed Insurance Company operating in Sri Lanka accepted by the Treasury for acceptance of Guarantees
- Construction Guarantee fund.

**19.1 Pre-Bid meeting**

Pre-bid meeting will be arranged at 10.30 hrs on 2025.02.21 at the **Lecture Hall No.02 at Teaching Hospital, Peradeniya.**

**21.2 (a) Employer's Address for Bid submission**

Chairman  
Regional Procurement committee,  
Teaching Hospital,  
Peradeniya

**21.2 (b) Identification number of Contract**

Identification Number of the Contract is: .....

**22.1 Deadline for submission of Bids**

Deadline for submission of Bids. 14.00 hrs on 2025.03.07.

**25.1. Bid opening**

Venue: **Teaching Hospital, Peradeniya.**  
Time: 14.00hrs  
Date: 2025.03.07

**31.1 Preference for Domestic Bidders**

**NOT APPLICABLE.**

**35.1 Amount of Performance Security**

Performance Security acceptable to the Employer shall be from,

- A bank operating in Sri Lanka approved by Central Bank of Sri Lanka
- A reputed Insurance Company operating in Sri Lanka accepted by the Treasury for acceptance of Guarantees
- Construction Guarantee fund.

The amount of Performance Security is **5 %** of the Initial Contract Prices.

The Performance Security shall be valid until 28 days beyond the expected completion date of Defects Liability Period.

**37.** Dispute Adjudicator Board (DAB)

Within 28 days from the commencement date each of the parties shall appoint one member to serve on the Dispute Adjudicator Board (DAB). The parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as the Chairman.

If either party fails to nominate a member to the DAB or the parties fails to agree upon the third member or the parties fail to agree on the appointment of a replacement person to the DAB, then upon the request of either or both parties the Construction Industry Development Authority (CIDA) shall appoint the relevant member to the DAB.

Adjudicator fee should be borne by Employer and Contractor equally.

**SECTION – 3**  
**CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

Condition of Contract that will be applicable for this Contract is that given in Section III of the Standard Bidding Document for Procurement of Works “**CIDA PUBLICATION NO. – CIDA/SBD/02**” **Second Edition January 2007** published by the Construction Industry Development Authority (CIDA) “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

This Conditions of Contract shall be read in conjunction with Contract data provided under **Section-4 of the Bidding Document**.

**SECTION – 4**  
**CONTRACT DATA**

**Note:**

This section shall be read in conjunction with Section 3 – Condition of Contract, and is intended to provide specific information in relation to corresponding clauses in Section 3. Whenever there is a discrepancy, the provisions in Section 4 – Contact Data shall supersede these provided in the Section 3 - Condition of Contract.

## CONTRACT DATA

### Conditions of Contract Clause Number/s

1.1.2.2 & 1.3

#### **Employer's Name and Address**

Name : Secretary,

Address : Ministry of Health, Nutrition & Indigenous Medicine  
"SUWASIRIPAYA",  
385, Rev Baddegama Wimlawansa Thero Mawatha  
Colombo 10

#### **Employer's Representative**

Name : Director,

Address : Teaching Hospital, Peradeniya

1.3

#### **Contractor's Name & Address:**

Name: .....

Address :.....

1.1.2.4 & 1.3

#### **Engineer's Name & Address**

Name: General Manager

Address: Central Engineering Consultancy Bureau  
No. 415,  
Buddhaloka Mawatha  
Colombo 07

#### **Engineer's Representative**

Name: Project Manager (Hospital Consultancy Works)

Address: Central Engineering Consultancy Bureau  
Digana Village  
Rajawella.

1.1. 3.3

Time for Completion of the Works                      Time for completion of the whole works shall be  
**360 days**

- 1.1.3.7 Defects Notification Period is **365 days**  
Defects Notification Period
- 2.1 Right of access to the Site: 14 days after Letter of Acceptance
- 3.1 Engineer's Duties Authority the Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions
- (a) Clause 13, where the final effect of the variation increases the contract price

4.2 **Amount of Performance Security**

The amount of Performance Security is **5 %** of the Initial Contract Price. The Performance Security shall be valid until 28 days beyond the expected completion date of Defects Liability Period. The acceptable form is **Unconditional Guarantee**.

- 8.7 Liquidated damages for Works **0.05%** of the Initial Contract Price per day

- 8.7 Maximum amount of Price liquidated damages **10%** of the Initial Contract

- 12.2 (b) Method of Measurement Sri Lanka Standard 573: 1999 UDC 69 (083.74)

- 13.3 In fixing the appropriate new rates, mark up for overheads & profits shall be limited to maximum of 16% of the "Basic Cost" of such items. The Basic cost means cost of materials, labour and equipments. In fixing such "Basic cost" the Engineer shall use the rates for labour as given below and prices for materials and equipments shall be used the prevailing market prices."

Category	Rate (Rs)
Special Skilled Labour	4,000.00
Skilled Labour	3,500.00
Semi Skilled Labour	2,600.00
Un Skilled Labour	2,500.00

- 13.4(b) Percentage for Adjustment of Provisional Sums 10%

13.7	Weightings of Inputs	Refer Schedule <b>09</b>  Month of base indices applicable is one month prior to the submission of bid.
14.2	Total Advance Payment	20% of the Initial Contract Price excluding Provisional Sums & Contingencies on submission of unconditional bank guarantee for advance payment issued by a recognized bank operating in Sri Lanka, approved by the Central bank of Sri Lanka.
14.2	Number of timing of installment for Advance Payment	<p><b>Stage I-</b> Two equal instalments. The first ten percent (10%) of advance payment will be paid within 14 days from receipt of both Performance and Advance Payment Guarantee as required under clause 4.2 and 14.2 respectively.</p> <p><b>Stage II</b> Balance ten percent (10%) will be paid on successful completion of mobilization at the site.</p>
14.3(c)	Percentage of Retention	<b>10%</b> of certified work done
14.3(c)	Limit of Retention Money	<b>5%</b> of the Initial Contract Value
14.5	Minimum amount of interim payment Certificates	<b>LKR 4,500,000.00</b>
14.8	Alternative method for Payment of Retention	<p>On reaching the limit of retention, stated in the Contract Data under Sub-Clause 14.3, 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 Defect Notification Period. On receipt of such guarantee the Employer shall repay the full retention money. The guarantee will be released to</p>



the Contractor upon the certification of the Engineer that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

18.2

Third Party Insurance

The Amount of insurance per occurrence is:

**LKR 500,000.00**

## SECTION 5

### STANDARD FORMS (CONTRACT)

- **FORM OF LETTER OF ACCEPTANCE**
- **FORM OF AGREEMENT**
- **FORM OF PERFORMANCE SECURITY**
- **FORM OF ADVANCE PAYMENT SECURITY**
- **FORMAT FOR RETENTION MONEY GUARANTEE**

***Notes on Standard Forms( Contract):***

*Bidders should not complete the Form of Agreement at the time of preparing of bids. The successful Bidder will be required to sign the Form of Agreement, after the award of contract. Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.*

*The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the Bidders at the time of preparation of bids. The successful Bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.*

**FORM OF LETTER OF ACCEPTANCE**

*[letter head paper of the Employer]*

..... *[date]*

[LETTER HEADING PAPER OF THE PROCURING ENTITY]

To: ----- *[name and address of the Contractor]* -----

This is to notify you that your bid dated ----- *[insert date]* for the construction and remedying defects of the ----- *[name of the Contract and identification number]* for the Contract price of -----*[name of currency]*-----*[amount in figures and words]* as corrected in accordance with Instructions to Bidders and/ or modified by a Memorandum of Understanding, is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Commencement date shall be: ..... *(fill the date as per Clause 8.1 of Conditions of Contract).*

The amount of Performance Security is : ..... *(fill the amount as per Clause 4.2 of Conditions of Contract).*

The Performance Security shall be submitted on or before ..... *(fill the date as per Clause 4.2 of Conditions of Contract).*

Authorized Signature : .....

Name and title of Signatory : .....

## FORM OF CONTRACT AGREEMENT

This AGREEMENT, made the -----[day] day of ----- [month] .....[year] between -----  
-----[name and address of Employer] (hereinafter called “the Employer”) of the one part, and -----[name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer desires that the Contractor execute -----[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH** as follows;

- (1) In this Agreement words and expressions shall have the same meanings assign to them in the Conditions of Contract hereinafter referred to and which is a part and parcel of this Agreement.
- (2) The following documents shall be deemed to form and be read and construed as part and parcel of this Agreement viz;
  - (a) Letter of Acceptance dated .....
  - (b) Bid by the Contractor dated .....
  - (c) Conditions of Contract (CIDA Conditions of Contract)
  - (d) Contract Data
  - (e) Priced Bill of Quantities and schedules
  - (f) Specifications
  - (g) Performance Security
  - (h) Advance bond
  - (i) CAR policy, WC policy
  - (j) Work program
  - (k) List of Drawings
  - (l) Any other relevant correspondence
- (3) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with all aspects of provisions of the Contract.
- (4) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying of 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 set their respective hands hereunto and to two others and caused their Official Seals of the same tenor on this .....  
(.....) day of ..... Two Thousand and Twenty five (2025).

**Authorized Signature of Employer**

**Authorized Signature of Contractor**

.....

.....

Secretary  
Sri Lanka Institute of Advanced Technological Education

**Witnesses :**

- |                     |                     |
|---------------------|---------------------|
| 1. Signature: ..... | 2. Signature: ..... |
| Name:               | Name:               |
| Designation:        | Designation:        |
| N I C No:           | N I C No:           |

**Witnesses:**

- |                     |                     |
|---------------------|---------------------|
| 1. Signature: ..... | 2. Signature: ..... |
| Name:               | Name:               |
| N I C No:           | N I C No:           |
| Address:            | Address:            |

**FORM OF PERFORMANCE SECURITY  
(Unconditional)**

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\_\_\_\_\_ *[Issuing Agency's Name and Address of Issuing branch or Office]*

**Beneficiary:** Director,  
Teaching Hospital, Peradeniya

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[Name of Contractor/ Supplier]*  
(Hereinafter called "The Contractor") has entered into Contract No. \_\_\_\_\_  
*[Reference number of the contract]* dated \_\_\_\_\_ with you, for the (insert  
"Construction " or "Supply " ) ..... *(Name of*  
*Contract and brief description)* (hereinafter called "the Contract").

Furthermore we understand that according to the conditions of the Contract, a performance guarantee is required.

At the request of the contractor, we \_\_\_\_\_ *[Name of agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* ( \_\_\_\_\_ ) *[ amount in words ]*

Upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation (s) under the Contract without your needing to prove or to show grounds for your demand or the sum specified therein .

This guarantee shall expire, no later than the .....day of 20.....*[insert date, 28 days beyond the time of completion]* and any demand for payment under it must be received by us at this office on or before that date.

.....  
[signature (s)]

**FORM OF ADVANCE PAYMENT SECURITY**

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\_\_\_\_\_ [Name and address of Agency, and Address of Issued branch or Office] \_\_\_\_\_

**Beneficiary:** Director,,  
Teaching Hospital, Peradeniya

Date: \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [Name of Contractor/ Supplier ] (hereinafter called “ The Contractor” ) has entered into Contract No \_\_\_\_\_ [reference number of the contract ] dated \_\_\_\_\_ with you , for the ..... (Name of Contract and brief description ) (hereinafter called “ the Contract” ).

Furthermore we understand that according to the conditions of the Contract, an advance Payment in the Sum \_\_\_\_\_ [amount in figures] ( \_\_\_\_\_ ) [ amount in words] is to be made against an advance payment guarantee.

At the request of the contractor, we \_\_\_\_\_ [Name of issuing agency ] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] ( \_\_\_\_\_ ) [ amount in words ]

Upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the Advance Payment under the Contract.

The Maximum amount of this guarantee shall be progressively reduced by the amount of the Advance payment repaid by the Contractor.

This guarantee shall expire, on .....(insert the date, 28 days beyond the excepted expiration date of the Contract.)

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

---

[ signature (s) ]

**FORMAT FOR RETENTION MONEY GUARANTEE**

..... [Name, and Address of Agency, and Address of Issuing Branch or Office]

**Beneficiary:** Director,  
Teaching Hospital, Peradeniya

**Date :** .....

**RETENTION MONEY GUARANTEE NO.** .....

We have been informed that ..... [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. .... [reference number of the contract] dated ..... with you, for the execution of the ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the works have being taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a retention Money Guarantee.

At the request of the Contractor, we ..... [name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... [amount in figures] (.....) [amount in words], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

The guarantee shall expire at the latest .... Day of .... 20.... [insert date, 28 days after the end of the defect liability period]

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

\_\_\_\_\_  
[signature (s)]