

G. Bidding Data

Instructions to Bidders

Clause Reference

- (1.1) The Employer is,
- Name : The Secretary, Ministry of Justice and National Integration
- Address: ,1st Floor, No.19, Sri Sangaraja Mawatha, Colombo **10**.
- The Works consists of **Renovation Of Court Complex Vavuniya**
- (1.2) Intended Completion Date is **Three Hundred (300)** Days from the Start Date.
- (1.3) The office for collection of bid forms is,
- Chief Accountant (Procurement),
- Ministry of Justice and National Integration,
- Procurement Division
- 1st Floor,
- No19,
- Sri Sangaraja mawatha,
- Colombo **10**
- The non-refundable fee is Rupees 12,500.00. The Bid forms will be issued until **19.08.2026** to the Procurement Division, Ministry of Justice and National Integration No19,Sri Sangaraja Mawatha, Colombo 10
- (2.1) The source of funds is GOSL
- (4.2) The registration required
- Specialty CIDA/ICTAD registration in Building Construction
- Grade **C5, C4 or C3**
- (4.3)

The following information shall be provided in Section 4:

- * CIDA/ICTAD Registration;
Registration number
Grade
Specialty
Expiry Date
- * VAT Registration number
- * Construction Programme
- * Legal Status (Sole proprietor, Partnership, Company etc.)
- * 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;
- * Qualifications and experience of key site management and technical personnel proposed for the Contract;
- * Audited financial statements for last Five years

(4.4)

- * Average of the annual volume of construction work performed in the last five years shall be at **least Rs. 107 Million**

*Experience in the construction of at least one contract of a nature and complexity equivalent to the Works over the last 5 years (To comply with this requirement, works cited should be at least 70 percent completed)

- * The minimum amount of liquid assets and/or credit facilities required **is Rs.22 Million**

(9.1)

Employer's address for the purpose of clarification is ;

- Name Chief Accountant (Procurement)
Address Chief Accountant (Procurement), Ministry of Justice and
National Integration, 1st Floor, No. 19, Sri Sangaraja
Mawatha, Colombo 10
(11.1) Fax 0112438178
- (12.0) The language of the bidding document shall be English.
- Other information required to be submitted.
- Cash flow forecasting statement
 - Work program in bar chart form indicating design, construction and commissioning.
- (13.3) VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the BOQ.
- All Costs related to SSCL shall be included in the quoted rates or price & shall not be subjected to separate claims under any circumstance.
- (13.4) The Contract is subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.
- (15.1) The Bid shall be valid up to 19/11/2026 (date).
- (16.1) Bid shall include a Bid Security using the form included in Section 9.
- (16.2) Bid Security shall be:
- For an amount **Rs.748,000.00**
Valid until 17/12/2026
 - issued by any Commercial bank in Sri Lanka licensed by central bank of Sri Lanka acceptable to employer using the form for bid security (Unconditional guarantee) included in section –VII standard forms (Bid). Any bid not accompanied with such bid security shall be rejected.
 - shall be obtained in favor of Secretary, Ministry of Justice and National Integration

(18.2) The Person who is Signing the form of bid should be duly authorized to sign the bid. Duly authorization should be proved in one of the following ways.

1. Sole proprietor - Owner
 - Power of attorney holder
2. Partnership - -Signature of all partners
 -Power of attorney holder
 -Partnership agreement
3. Companies Registered - Power of attorney holder
under Companies act - Relevant Board resolution

(19.2) a The Employer's address for the purpose of Bid submission is
Chairman Ministry Procurement, Ministry of Justice and National
Integration, No.19,Sri Sangaraja Mawatha, Colombo 10

(19.2) b Contract name: **Renovation Of Court Complex Vavuniya**

Contract no.**MOJ/ACT 32/03/2026**

(20.1) The deadline for submission of Bids shall be **20/08/2026**

(28.1) The price shall be quoted in Sri Lankan Rupees

(31.1) After evaluation of Bids in accordance with the procedures described under Clauses 25, 26, 27, 28, 29, and 30, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Secretary to the Line Ministry at the address given below. Such representation shall be self-contained to enable the Secretary to arrive at a conclusion and a cash deposit to amount given below shall be made. The Employer may request the bidder who had made representation to submit further evidence during the investigation of such representation. The cash deposit will be forfeited unless the Employer changes the original contract award decision in favor of the bidder who has made such representation.

Address :Secretary, Appeal Board, Ministry of Justice and

National Integration, No.19,Sri Sangaraja Mawatha, Colombo 10

Cash Deposit : Rs. 25,000.00

(34.0) The amount of Performance Security is 5% of the Initial Contract Price.

(35.1) Delete and substitute with the following
In addition to the advance payment security, the contractor shall furnish a performance security as required under the contract prior to making the advance payment by the employer
The advance payment security shall be issued by a commercial bank operating in Sri Lanka licensed/registered by Central Bank of Sri Lanka acceptable to employer using the form for advance payment security (Unconditional guarantee) included in section-ii standard forms (Contract)

(36.0) The Adjudicator proposed by the Employer is Secretary, Ministry of Justice and National Integration

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.

Contract Data

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

- (1.1) The Employer is
 Name: Secretary, Ministry of Justice and National Integration
 Address: No. 19, Sri Sangaraja Mawatha, Colombo 10.

 Name of Authorized Representative: Director General (Engineering),
 Ministry of Justice and National Integration
- (1.1) Designation: Engineer

 Address: Ministry of Justice and National Integration
 No. 19, Sri Sangaraja Mawatha, Colombo 10
- (1.1) The Works consists of. **Renovation Of Court Complex Vavuniya**
- (1.1) The Site is located at **Vavuniya**
- (1.1) The Start date is 14 days immediate after the Letter of Acceptance.
- (9.1) Schedule of Key Personnel:
- | | | |
|---|------------------------|--------|
| Minimum persons with qualifications and experience to be defined, | | |
| <u>Academic Qualification Experience</u> | | |
| Civil Engineer | } Bsc Eng
OR
NDT | 3 Year |
| | | 6 Year |
| | | |
- (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 initial contract price
 - The maximum deductible for insurance of the Works and of Plant and Materials is 5% of initial contract price
 - (b) • The minimum cover for loss or damage to Equipment is replacement cost
 - The maximum deductible for insurance of Equipment is 5% of the minimum cover for Equipment.
 - (c) • The minimum cover for insurance of other property (other than

the Site) is Rs.1,000,000.00

- (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.1,000,000.00 Per person per event

- (13.2) (a) The minimum cover for personal injury or death, for the Contractor's workmen is Rs.1,000,000.00 per person per event
- Contractor's employees other than workmen is Rs.1,000,000.00 per person per event

- (17.1) The Intended Completion Date for the whole of Works shall be Three Hundred days (300) from the start date.

- (21.1) The Site Possession date is 14 days immediate after Letter of Acceptance

- (27.1) The Contractor shall submit a programme for the Works within 7 Days of delivery of the Letter of Acceptance.

- (27.3) The period between Programme update is one month

- (27.4) The amount to be withheld for late submission of a Programme is Rupees 2% of the initial contract price

- (35.1) The Defects Liability Period is 365 Days.

- (38.0) Delete clause 38.1, 38.2 and 38.3 substitute followings
The quantities included in the BOQ are provisional rates will not be adjusted based on the quantity changes

- (39.2) Engineer may order variations up to a total cumulative value of not exceeding 10% of the contract price.

- (40.2) Delete the following phases commencing from the second line of the sub clause " and if in the opinion of the engineer the quantity of work within the limit stated in sub - clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the bills of Quantities"
6th line "If the cost per unit of quantity changes or"

- (42.3)

At the following phase at the end of the sentence and extended to read as follows.

Considering the executed work based on the quantity of item and rates included in the BOQ

(42.4)

Delete

(43)

Payments

1. An advance of 20% of the contract price as stated in the letter of acceptance shall be paid following the presentation of an approved performance security (As per a form mentioned in clause no. 5.19D of procurement manual 2024) in accordance with clause 52.1 hereof and a security acceptable to the employer (As per a form mentioned in clause no. 5.17D of procurement manual 2024) for the full value of the advance payment to be certified by the engineer for payment by the employer to the contractor. Repayment of the advance payment will be made from the subsequent claims. Advance payment shall be recovered fully when total invoice amount reaches 90% of the contract price..

2. Up to 70% of the assessed value of material and equipment at site will be paid on invoices, after deducting the amount for retention as per contract.

3. up to 100% of the contract price ascertained after the adjustment under the provisions of the contract and after deducting 5% of the initial contract price for retention on satisfactory completion and taking over. Item of the goods or work which no rate or price has been entered in will not be paid by the employer and shall be deemed covered by other rates and prices in the contract.

(47)

Price Adjustments will be paid as per the CIDA formula.

Input items, Input percentages and Nonadjustable items will be included at the time of signing agreement.

(48)

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

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 1/2000 per Day.

(49.2)

The maximum amount of liquidated damages for the whole of the Works shall be 5% percent of the Initial Contract Price

(51)

The advance payment security shall be 20% of the initial contract price

The advance payment security shall be issued by a commercial bank in Sri Lanka licensed/registered by Central bank of Sri Lanka acceptable

to employer using the form for advance payment security (Unconditional Guarantee) included in section ii standard forms (Contract)

The guarantee shall remain effective until the advance payment has been repaid, but the amount of guarantee shall be progressively reduced by the amount repaid by the contractor.

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

The performance security shall be issued by a commercial bank operating in Sri Lanka licensed/registered by Central Bank of Sri Lanka acceptable to employer using the form for performance security (Unconditional guarantee) included in section ii standard forms (Contract)

The performance security shall be valid until 28 days from the date of issue for the final certificate.

(59) 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 initial contract value.