

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TRANSPORT AND HIGHWAYS

ROAD DEVELOPMENT AUTHORITY

BIDDING DOCUMENT

FOR

**SUPPLY OF ASPHALT MATERIALS REQUIRED FOR IMPROVEMENTS OF ROADS UP TO
MOTORABLE AND SAFE CONDITION UNDER 1,500 km PROGRAMME FOR
UVA PROVINCE -BADULLA DISTRICT**

CONTRACT NO: RDA/SP/UVA-1500km/SUPPLY/ASP/2024/01

BID SUBMITTED BY

.....

(Name of the Bidder)

VOLUME 1

Section	1	Standard Forms
Section	2	Conditions of Contract

Section 1 - Standard Forms (Contract)

- Letter of Acceptance
- Performance Guarantee
- Form of Agreement

FORM OF LETTER OF ACCEPTANCE

_____ [Date]

[Contractor's Name & Address]

This is to notify you that your bid dated for the supply of the
under Contract No: for the Contract Price of Rupees
..... as corrected in accordance with Instruction to Bidders is hereby accepted.

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

The Start Date shall be.....

The amount of Performance Security is.....

The Performance Security shall be submitted on or before

Provincial Director (Uva Province)
Road Development Authority

FORM OF PERFORMANCE SECURITY

(Unconditional)

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

Beneficiary: Provincial Director (Uva), Road Development Authority, No.40, Dharmapala Mawatha, Bandarawela.

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that [Name of Supplier]
(hereinafter called, "the supplier") has entered into Contract No dated
..... with you, for the(Name of the Project), (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 of2024 [28 days beyond the Defect Liability Period]
and any demand for payment under it must be received by us at this office on or before that date.

Name, Signature and the Seal of the Agency:

Name of the Organization

Designation

Date:

Witness:

Name

NIC No

Signature

Witness:

Name

NIC No

Signature

FORM OF AGREEMENT

This Agreement made on the [day] of. [Month] 2024, between the Road Development Authority established by the Road Development Authority Act No.73 of 1981, situated at “Maganeguma Mahamedura”, 216, Denzil kobbekaduwa Mawatha, Battaramulla, (hereinafter called and referred to as “the Employer”), of the one part, and.....[name and address of Supplier])(hereinafter called and referred to as “the Supplier”), of the other part:

Whereas the Employer desires that the supplier executes the (Name of the project), under Contract No: (hereinafter called and referred to as “the goods”) and the Employer has accepted the Bid by the Contractor for the supply of goods and remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the supplier as hereinafter mentioned, the supplier 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.
3. The Employer hereby covenants to pay the supplier in consideration of the execution and completion of the Works and remedying of 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 on the day and year aforementioned in accordance with laws of Sri Lanka.

.....
Name:	Provincial Director (Uva)
Authorized Signatory of supplier	Road Development Authority
	On behalf of the Employer
Common Seal	Common Seal

In the presence of Witness:

.....
Name
NIC No.
Address

In the presence of Witness:

.....
Name
NIC No.
Address

Section 2 - Condition of Contract

1 General Provision

- 1.1 Contract agreement** : The parties shall enter into a Contract agreement within 28 days unless they otherwise agreed, after the date on which the supplier receives the Letter of Acceptances. The Contract agreement shall be prepared and completed by the Employer. The supplier shall pay the cost of stamp duties and similar charges (if any) imposed by law in connection with the execution of the Contract agreement.
- 1.2 Compliance with laws** : The supplier shall in performing the Contract, comply with applicable laws. The Supplier shall give all notice, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the laws in relation to the execution and completion of the work and the remedying of any defects; and the supplier shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.
- 1.3 Performance Bond** : Supplier shall obtain a Performance Bond as per the specimen for the value of 10% of the Contract Price from a Bank in Sri Lanka, acceptable to the Employer and valid 28 days beyond the expiry of the Contract period.
- 1.6 Quality of the supply** : Quality of supply of asphalt material shall meet requirement specified in SSCM (CIDA publication No SCA/5, Second Edition Published in June 2009). Materials which do not confirm to SSCM standards will be rejected at the point of delivery.
- 1.7 Access route** : The supplier shall be deemed to have been satisfied as to the suitability and availability of access routes to the site. The supplier shall use reasonable efforts to prevent any road or bridge from being damaged by the suppliers' traffic or by the supplier's Personnel. These efforts shall include the proper use or appropriate vehicles and routes.

Except as otherwise stated in these Conditions:

- a) The supplier shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes:
- b) The supplier shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions:

- c) The Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route.
- d) the Employer does not guarantee the suitability or availability of particular access routes, and
- e) Costs due to non-suitability or non-availability, for the use required by the supplier, of access routes shall be borne by the supplier.

1.8 Samples : The supplier shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the materials for the Works:

- a) Manufacturer's standard samples of Materials and samples specified in the Contract, all at the supplier's cost; and
- b) In the case of supply of Asphalt Materials supplier shall possess marshal mix design approval for a particular asphalt plant issued by the Road Development Authority (RDA) or a consultant appointed by RDA or other government agencies within last 6 months.

1.9 Inspection : The Employers personal shall at all reasonable time :

- a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained; and
- b) During production, manufacture to be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of materials.

1.10. Testing : The Engineer will carry out the testing to check whether quality of supply of asphalt materials meet requirements specified in SSCM (CIDA publication No SCA/5, Second Edition Published in June 2009).

1.11 .Commencement Of works : The supplier shall commence the work within 14 days from the date of Letter of Acceptance. Engineer shall issue Notice to Commence within the above period given 7 days' notice.

1.12. Time for Completion : Time for Completion will be informed in the Letter of Acceptance based on the nature and magnitude of the Contract.

1.13. Liquidated damages : 0.05% of the Contract Price per day.

1.14. Works to be measured : The quantity of asphalt shall be measured according to plant records or any other method as directed by the Engineer in the presence of the supplier's representative.

The method of measurement shall be the Standard Method of Measurement according to which the Bills of Quantities and other applicable schedules have been prepared.

1.15. Variations : Variations may be initiated by the Engineer prior to complete the work.

1.16. Adjustment for changes in cost

: Price adjustment due to a hike of material prices, is not applicable, However, an increase or decrease of the price of bitumen purchased from Ceylon Petroleum Co-operation (CPC) will be considered monthly in calculating the rate increase or decrease for which bitumen price prevail 28 days prior to closing date of bid will be considered as the base price.

1.17. The Contract Price

: The value of the Contract price will be mentioned in the Letter of Acceptance.

1.18 Issue of Interim Payment

Certificate

: The supplier shall submit Interim Payment Certificates in two copies to the Engineer every two weeks in a form approved by the Engineer. The supplier shall not receive any advanced payments for the work. The payments for the interim bills will be settled by the Employer within a reasonable time.

1.19 Termination

: If the supplier fails to complete the work within the given time period, The Employer shall be entitled to terminate the Contract.

1.20 Dispute Resolution

: Any dispute of whatever the nature arising out of or in relation to this agreement shall be settled amicably.

Standard Specifications

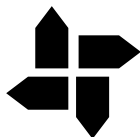
The Standard Specifications comprise ‘Standard Specifications for Construction and Maintenance of Roads and Bridges’ issued under the Construction Industry Development Authority (CIDA), 2009. (CIDA publication No. SCA/5). Second Edition Published in June 2009

Bidders who are not in possession of this publication can purchase it from the CIDA (successor to ICTAD).

VOLUME 2

Invitation for Bids (IFB)

Section	3	Form of Bid and Qualification Information
Section	4	Bidding Data and Contract Data
Section	5	Schedule of Rates & Bid Submission form
Section	6	Standard Forms (Bid)



GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI
LANKA

MINISTRY OF TRANSPORT & HIGHWAYS

ROAD DEVELOPMENT AUTHORITY

INVITATION OF BID

(IFB No: 1,500km/PD (UP)/SUPPLY/ASP/2024/01)

01.The Chairman, Procurement committee, Provincial Director's office (Uva), Road Development Authority (RDA) invite sealed bids for supply of Asphalt Materials for the project described below.

Item No	Contract No.	Contract name	Road name	Engineer's Estimate	Approximate Quantity (Mt)	Bid Security (Rs.Mn)	Contract Duration (Days)
01.	RDA/SP/UVA-1500km/SUPPLY/ASP/2024/01	Supply of Asphalt Materials required for Improvements of roads up to Motorable and safe condition under 1,500km programme for Uva Province – Badulla District	Small world End to Robbery Pitamaruwa Road (26 + 400 to 26 + 900 & 28 + 500 to 30 + 000)	16.6	630	0.33	30
02.	RDA/SP/UVA-1500km/SUPPLY/ASP/2024/02	Supply of Asphalt Materials required for Improvements of roads up to Motorable and safe condition under 1,500km programme for Uva Province – Badulla District	Pupula Temple Road (5+000 - 6+000 km) Paragaha Ella Road (0+000 - 0+900 & 0+930 to 1+900 km)	23.85	925	0.48	30

03.	RDA/SP/UVA-1500km/SUPPLY/ASP/2024/03	Supply of Asphalt Materials required for Improvements of roads up to Motorable and safe condition under 1,500km programme for Uva Province – Badulla District	Passara karawaralla Idamgedara maussagolla Higura Road (0+000 - 2+300 km)	20.89	800	0.42	30
04.	RDA/SP/UVA-1500km/SUPPLY/ASP/2024/04	Supply of Asphalt Materials required for Improvements of roads up to Motorable and safe condition under 1,500km programme for Uva Province – Badulla District	Ella Hela pupula temple road (0+000 to 1+300 km) Poonagala Bandarawela Main Road to Ampitikanda Road (0+000 - 1+400 , 1+600 km)	22.56	885	0.46	30

1. “Bidding will be conducted through the National Competitive Bidding (NCB) since the Estimated Value of work to be performed under this procurement (excluding VAT and other taxes) is below Rs 50 Mn., regional preferences and CIDA grade preference shall apply as stipulated in Public Finance Circular No. 04/2016(iii)”.
2. Interested bidders may obtain further information from the following offices and inspect each bidding document via www.rda.gov.lk from 04.07.2024 to 26.07.2024.
 - a. Provincial Director (Uva), Road Development Authority, No. 40, Dharmapala Mawatha, Bandarawela.
Tel Phone: 057-2222170 & Fax: 057-2222170
 - b. Chief Engineer (Bandarawela), Road Development Authority, Bandarawela.
Tel Phone: 057-2222171 & Fax 057-2222171
3. A complete set of each bidding document in English language shall be purchased by interested bidders on submission of a written application to the Deputy Director General (Procurement), Road Development Authority, 04th floor, “Maganeguma Mahamedura”, 216, Denzil Kobbekaduwa Mawatha, Battaramulla or

Provincial Director (Uva) Road Development Authority, No.40, Dharmapala Mawatha, Bandarawela from 05/07/2024 until 25/07/2024 during 09:00 hrs to 15:00 hrs upon payment of a non-refundable fee.

Non-refundable tender fee Rs 3,500.00 (excluding VAT and other taxes) for each bidding document can be paid by depositing cash to the following account

- a. Account name : Provincial Director (Uva), Road Development Authority.
- b. Account number : 2068132
- c. Bank Name : Bank of Ceylon

As per the Public Contract Act No. 3 of 1987, only the Agents and Successful winners of tenders shall be registered in Department of Registrar of Companies.

4. Each Bid shall be accompanied by a Bid- Security for an amount given in the table. Bid Securities shall be valid up to 22.09.2024.
5. Bids shall be valid up to 25.08.2024.
6. Bids shall be delivered in duplicate to the Chairman, Regional Procurement Committee (Uva Province), Provincial Director's Office, Road Development Authority, No. 40, Dharmapala Mawatha, Bandarawela on or before 14:00 hrs on 26.07.2024 and Late bids will be rejected. Bids will be opened soon after the closing, in the presence of the bidder's representatives who choose to attend.

The Chairman
Regional Procurement Committee (Uva Province)
Provincial Director's Office
No.40, Dharmapala Mawatha
Road Development Authority
Bandarawela

Section - 3

Form of Bid and Qualification Information

FORM OF BID

**SUPPLY OF ASPHALT MATERIALS REQUIRED FOR IMPROVEMENTS OF ROADS UP TO MOTORABLE AND SAFE CONDITION UNDER 1,500 km PROGRAMME FOR UVA PROVINCE -BADULLA DISTRICT
CONTRACT NO: RDA/SP/UVA-1500km/SUPPLY/ASP/2024/01**

To: Road Development Authority,

Gentlemen,

1. Having examined the Contract Data and Bill of Quantities for the execution of the above-named Supply, we the undersigned, offer to execute and complete such Supply and remedy any defect therein in conformity with the aforesaid Conditions of Contract and Bill of Quantities 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 acknowledge that the Schedule forms part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the Supply as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We/I agree to abide by this Bid for the period of(*insert Bid validity date*) days from the time of closing of the Bids or any extended period to which we may agree 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.
6. We/I accept/ we do not accept the Appointing Authority for the Adjudicator.
7. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of2024 in the capacity of duly authorized to sign tenders for and on behalf of.....

Signature :

Name : (IN BLOCK CAPITALS)

Designation :

Address :

Seal :

Witness : 1 Name Signature.....

2 Name Signature.....

*The amount inserted here should not include the VAT component.

****Bid signed by a person other than the authorized person shall be as non-responsive**

Section - 4

Contract Data and Bidding Data

CONTRACT DATA AND BIDDING DATA

A. General

1. Employer's Name and Address

Name : The Employer for the Contract will be Provincial Director (Uva)

Address: Provincial Director, Provincial Director's Office, Road Development Authority, No.40 Dharmapala Mawatha, Bandarawela

2. Scope of Works

- 2.1 The work consists of supply of Asphalt materials such as binder course and wearing course required for improvements of roads up to Motorable and safe condition under 1,500 km Programme.
- 2.2 This programme consists of rehabilitation of provincial and rural roads in order to facilitate traveling and enhancement of economic development. The government has decided to expedite the work by tendering the supply of asphalt materials required for rehabilitation/Improvements of roads separately.
- 2.3 The bidders who own or lease approved operating asphalt plants are eligible to participate in this bidding. (Relevant agency approval for sourcing materials and operation of asphalt plant is the sole responsibility of the bidder).
- 2.4 The bidders shall submit bids for supplying of Asphalt Material for improvements of roads up to Motorable and safe condition under 1,500 km Programme of Uva Province. Employer will determine the minimum rate of supply of asphalt materials to each site based on the rate quoted by the bidder for materials and transport for the relevant road.
- 2.5 The Employer will also determine the quantity of material to be procured through the selected bidder based on his capacity.
- 2.6 The Employer will also determine the number of bidders and the quantity of materials to be procured through such bidders for a particular site based on the minimum cost assessed on the combined evaluation of their capacities and rates.

3. Time for

Completion : Time for completion will be informed in the Letter of Acceptance based on the nature and magnitude of the contract.

4. Source of funds : Local Bank Funds.

5. Ethics, Fraud and corruption:

- 5.1: Parties associated with procurement actions, namely, bidders/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- 5.2: Officials shall refrain from receiving any personal gain from any procurement action. No gift or inducement shall be accepted. Bidders /contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

6. Eligibility and Qualification of the bidder:

- 6.1 All bidders shall submit the following information/document along with their bids
 - a. Business name and address
 - b. Authentication for Signatory
 - c. Copy of VAT registration
 - d. Schedule of rates & Bid submission form duly signed by the bidder.
- 6.2 Bidder shall attach documentary evidence to prove the followings;
 - e. Certified copy of the marshal mix design approval for a particular asphalt plant issued by the Road Development Authority (RDA) or a consultant appointed by RDA or other government agencies within last 6 months.
 - f. Certified copy of an environmental Authority approval and other relevant approval to operate the Asphalt plant in the case of the supply of asphalt.
 - g. Certified documents to prove the capacity to supply of asphalt materials and completion of asphalt works within the last 2 years. (such as completion certificate issued by the Employer)
 - h. The bidder's maximum capacity for uninterrupted supply of asphalt per month. (Please submit plant specifications, etc.)
 - i. The ownership/lease agreement for the proposed plant.
 - j. The bank statement to prove minimum amount of Rs. 16.6 Million Liquid assets and/or credit facility relevant to this contract.

- 6.3 To qualify for the bid, bidder shall meet the following minimum qualifications.
- a) The bidder is required to supply a minimum 1,000 MT of Asphalt materials per month.
 - b) Experience as supplier for the supply of a minimum 300 MT month of asphalt materials within the last 2 years.
 - c) Experience as supplier for completion of works involving asphalt work within last two years in the RDA or any other government / private agency.
 - d) The bidder should have the ability of uninterrupted supply of material for the production of asphalt material.
 - e) The minimum amount of Liquid assets and/or credit facility shall be not less than Rs. 16.6 Million. (Attached proof document with banks statement certified by the bank.)

7. Cost of Bidding:

- 7.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

8. Clarification of Bidding Documents:

- 8.1 If the bidder requires any clarification of the bidding documents, can contact the following office.

Tel Phone: 057-2222170 & Fax: 057-2222170

- i. Provincial Director's office, (Uva), Road Development Authority, No. 40, Dharmapala Mawatha, Bandarawela.

9. Amendment of Bidding Documents:

- 9.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the bidding document.

C. Preparation & Submission of Bids

10. Language of Bid

- 10.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in English Language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

11. Bid Price

- 11.1 The bidder shall fill in rates for all items describe in the Schedule of Rates
- 11.2 All duties, taxes, and other levies payable by the bidder under the Contract, as of the date 28 Days prior to the dead line for submission of Bid, shall be included in the rates submitted by the bidder except VAT component.

12. Bid Security

- 5.1 Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms The amount of the Bid Security shall be: SL Rs. 330,000.00 The validity period of the bid security shall be until **25.08.2024**

13. Submission of Bid:

- 13.1 Bids should be prepared in duplicate and addressed to the Chairman, Procurement Committee, Provincial Director's office (Uva.), Road Development Authority (RDA) on or before **14:00 hrs on 26.07.2024**. Late bids will be rejected. The envelopes containing Bids shall be marked on the top left-hand corner of the envelope, "SUPPLY OF ASPHALT MATERIALS REQUIRE FOR IMPROVEMENTS OF ROADS UP TO MOTORABLE AND SAFE CONDITION UNDER 1500km PROGRAMME FOR UVA PROVINCE – BADULLA DISTRICT, and Contract No. **RDA/SP/UVA-1500km/SUPPLY/ASP/2024/01**

D. Bid Opening and Evaluation

14. Bid Opening

- 14.1 Bids will be opened soon after the closing date & time (**14:00 hrs on 26.07.2024**) and in the presence of the suppliers' representatives who choose to attend at the place mentioned in clause 13.

15. Evaluation

- a. The Employer will determine the minimum rate of supply of asphalt materials to each site based on the rate quoted by the bidder for materials and transport for the Badulla district.
- b. The Employer will also determine the quantity of material to be procured through selected bidder based on his capacity.

- c. If the selected bidder is refusing to supply such materials, another bidder/ bidders who is willing to supply such materials, at the rate mentioned above will also be selected to supply such materials.
- d. The Employer will also determine the number of bidders and the quantity of materials to be procured through such bidders for a particular site based on the minimum cost assessed on combined evaluation of their capacities and rates.

16. Award of the Contract

- 16.1 The Employer will award the Contracts to qualified bidders who have been selected as described clause 15.

17. Notification of award and signing of agreement

- 17.1 The Employer will notify the successful bidder through Letter of Acceptance (LOA) that its bid has been accepted. The Letter of Acceptance shall specify the sum that the employer will pay the Contractor in consideration of the execution and completion of the work.
- 17.2 The agreement shall be signed within 28 days of Letter of Acceptance. The Employer shall notify the date, time, and venue for the signing of agreement.

18. Performance Security

- 18.1 Within 14 days of receipt of the Letter of Acceptance, the successful bidder shall submit a Performance Bond as per the specimen (attached Format 01) for the value of 10% of the contract price as mention in the LOA from a Bank in Sri Lanka or from Construction Guarantee Fund, acceptable to the Employer and valid 28 days beyond the expiry of the Contract period.
- 18.2 Failure of successful bidder to comply with the requirements under clause no 16, 17 & shall constitute a breach of contract, cause for annulment of the award, the employer may resort to awarding the Contract to the next ranked bidder.

Section 5
Schedule of Rates & Bid Submission form

**SUPPLY OF ASPHALT MATERIALS REQUIRE FOR IMPROVEMENTS OF ROADS
UP TO MOTORABLE AND SAFE CONDITION UNDER 1500km PROGRAMME UVA
PROVINCE – BADULLA**

Contract No. RDA/SP//UVA-1500km/SUPPLY/ASP/2024/01

Schedule of Rates & Bid Submission form

No.	Description of Project	Unit	Ex-plant Rate/Transport Rate (Without VAT)
02	Supply of asphalt wearing course material (60/70- and 19-mm aggregates) conforming to Type 1 table No 506-01 of SSCM (Ex-Plant)	MT	
03	Transport of wearing course	MT / Km	

Location of Asphalt Plant =.....

1. Having examined the Bidding Document, Specifications and schedule of rates for the supply of asphalt, we the undersigned, offer to execute and complete such Works.
2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the given time period.
3. 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.
4. We understand that you are not bound to accept the lowest or any bid you may receive.
5. We certify/confirm that we agree to supply of asphalt of the above rates in quantities assented based on my qualification and programme of work.

Signature:

Date:

Company Seal:

SECTION-6
FORM OF BID SECURITY

FORM OF BID SECURITY

[This Guarantee form shall be filled in accordance with the instructions indicated in brackets]

..... *[insert issuing agency’s name, and address of issuing branch or office]*

Beneficiary: Provincial Director (Uva), Road Development Authority, No.40 Dharmapala Mawatha, Bandarawela

Date:*[insert (by issuing agency) date]*

BID GUARANTEE No.:*[insert (by issuing agency) number]*

We have been informed that*insert (by issuing agency) name of the Bidder]* (hereinafter called “the Bidder”) has submitted to you its bid dated *[insert (by issuing agency) date]* (herein after called “the Bid”) for the execution of **SUPPLY OF ASPHALT MATERIALS REQUIRED FOR IMPROVEMENTS OF ROADS UP TO MOTORABLE AND SAFE CONDITION UNDER 1,500 km PROGRAMME FOR UVA PROVINCE - BADULLA DISTRICT** under Contract No: **RDA/SP/UVA-1500km/SUPPLY/ASP/2024/01**

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we*[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[insert amount in figures]**[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- i. has withdrawn its Bid during the period of bid validity specified; or
- ii. does not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter “the ITB”) of the IFB or
- iii. 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 Form, if required, or
 - (ii) Fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or
- (b) if the Bidder is not successful bidder, upon the earlier of the successful bidder furnishing the performance security, otherwise it will remain in force up to*(insert date)*

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

Signature and the Seal of the Guarantor:

Designation

Name of the Organization

Date:

Witness:

Name NIC NoSignature

Name NIC NoSignature

Note: Any bid security which has deviated from this bid Security format shall be considered as non-responsive