

**APPROVED BY NPA**

**ICTAD/SBD/01**

**Institute for Construction  
Training and Development (ICTAD)**

**STANDARD BIDDING DOCUMENT  
PROCUREMENT OF WORKS**

**Second Edition - January 2007**

**MINISTRY OF HOUSING AND CONSTRUCTION**

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## PREFACE TO THE SECOND EDITION

ICTAD Standard Bidding Documents were revised to be in line with the Procurement Guidelines (Goods & Works) – 2006 of National Procurement Agency (NPA).

Mr. Jayantha De Mel, Procurement Consultant volunteered to serve as a resource person for the revision and the ICTAD Sub Committee, comprising of Dr. E M G de Zylva (CEO/CIGF), Mr. H D Chandrasena (Snr. Quantity Surveyor), Mr. D R N Ferdinando (Snr. Engineer), Mr. J K Lankatilake (DG/ICTAD), Mr. K P W Rajasiri (D. Dev./ICTAD), Mrs. Vajira Ranasinghe (DD/ICTAD) reviewed and recommended the revision to the Steering Committee on ICTAD Publications.

The Steering Committee on ICTAD Publications which consisted of representatives from the Institution of Engineers Sri Lanka, Sri Lanka Institute of Architects, Society of Structural Engineers Sri Lanka, Association of Consulting Engineers Sri Lanka, Institute of Quantity Surveyors Sri Lanka, Institute of Town Planners Sri Lanka, Institute of Project Managers Sri Lanka, National Construction Association of Sri Lanka, Ministry of Housing and Construction, Institute for Construction Training and Development, recommended this revision for the approval of Board of Management of ICTAD.

The Board of Management of ICTAD approved the recommendations of the Steering Committee.

I wish to acknowledge the co-operation extended by Mr. Daya Liyanage, Chairman/CEO, National Procurement Agency in this endeavour. I take this opportunity to extend my grateful thanks for the services rendered by the "NPA Task Force on Standard Bidding Documents" at the previous revision. In this connection the contributions made by Mrs. Kanika Jayathilake, former Senior Manager, Legal of NPA regarding the legal aspects of the contents of the document is much appreciated.

I wish to take this opportunity to express my sincere gratitude to the resource person, the members of the sub committee and the Steering Committee on ICTAD Publications for the valuable contributions made for the successful completion of this revision.

I appreciate the assistance rendered by Mrs. Dammika Gunasekara for the secretarial work and the staff of the Development Division of ICTAD, who contributed in numerous ways in the publication of this document.

I wish to present this Second Edition to the Construction Industry with confidence considering the careful thinking and hard work put in by those involved.



**VIDYAJYOTHI PROF. LAKSHMAN ALWIS  
CHAIRMAN - ICTAD**

01<sup>st</sup> January 2007



## Foreword

To streamline the procurement process in Sri Lanka the Government has decided to develop a series of Standard Bidding Documents for procurement of Goods and Works. The Cabinet of Ministers has entrusted this task to NPA. The Procurement Guidelines (2006) requires that all PE shall use the appropriate SBDs approved by NPA. Accordingly, as a joint effort of NPA/ICTAD the SBDs published previously by ICTAD were revised for conformity with the Guidelines.

This Bidding Document for Procurement of Works shall be used for National Competitive Bidding (NCB) within the limits specified in the SBD, for the contracts that are financed by Government of Sri Lanka. The publication is drafted to suit for foreign funded contracts and is advised to use in such contracts with the concurrence of the funding agencies.

These Bidding Documents for Procurement of Works, assumes that no prequalification has taken place before bidding. However, for the domestic contractors ICTAD registration is a pre-requisite to eligible for contract award and for all contractors a suitable post qualification should be carried out.

I take this opportunity to thank the following TASK force members appointed by NPA in assisting to complete this endeavor:

Mr. J K Lankathilake ( DG – ICTAD)

Ms. K Jayathilake (Snr. Manager – NPA)

Ms. S M C S Samarakoon (Chief Engineer – Dept of Buildings)

Mr. Ravindra Ferdinando ( GM – SEC)

Mr. Nalaka Perera (SLIA)

  
**Daya Liyanage**  
Chairman/CEO

National Procurement Agency



## PREFACE TO THE FIRST EDITION

The growing need to standardize procurement documents was expressed from several sectors of the industry. It simplifies the process, and an attempt has been made to achieve these objectives with simplicity but with precision. To achieve these objectives ICTAD commenced to develop new standard documents with the assistance of the IDA of the World Bank.

This task was carried out by Mr. Eddie de Zylva and Mr. Jayantha de Mel under the guidance of a Steering Committee and Sub Committee appointed for the review of ICTAD Publications.

The first of the series of such documents is the Standard Bidding Document for Procurement of Works, which was largely based on the World Bank Standard Bidding Document for Smaller Contracts. This supersedes the ICTAD Conditions of Contract for Works of Building & Civil Engineering (SCA/1) and is suitable for use both by International Competitive Bidding (ICB) and by National Competitive Bidding (NCB) procedures. This document may also be used for works of higher values provided that the works are not of a complex nature. Substantive instructions have been given in order to ensure that contracts are carried out in accordance with policies and procedures laid down by the Government of Sri Lanka without deviating from the general requirements of the international funding institutions. A notable feature is that the text is very precise and leaves very little room for ambiguity. The contents are comprehensive and covers the procurement process from the invitation to bid upto the execution & completion of the works.

The steering committee / sub committee consisted of representatives of the following Professional and Policy making organizations:

1. The Institution of Engineers, Sri Lanka
2. Sri Lanka Institute of Architects
3. Society of Structural Engineers, Sri Lanka
4. The Association of Consulting Engineers, Sri Lanka
5. Institute of Quantity Surveyors, Sri Lanka
6. Institute of Town Planners, Sri Lanka
7. Institute of Project Managers, Sri Lanka
8. National Construction Contractors Association of Sri Lanka
9. Ministry of Urban Development, Construction and Public Utilities
10. Ministry of Finance and Planning
11. Institute for Construction Training and Development (ICTAD)

I wish to acknowledge with grateful thanks the services of Mr. Eddie de Zylva and Mr. Jayantha de Mel and all the members of the steering committee and the sub committee. Meanwhile my special thanks are also due to Mr. G Somapala de Silva, Rear Admiral K R L Perera, Mr. G J P Gunawardane, Prof. Lal Balasuriya, Mr. Y G Amaradasa, Mr. Patric Jayawardane, Eng. W M S C Piyadasa, Mr. H D Chandrasena, Mr. S A Karunaratne, Eng. Hemal A Peiris, Dr. T M Pallewattha, Dr. Gamini Kodikara, Mr. D Meemeduma, Mr. J K Lankathilake, Mr. K P W Rajasiri, Mrs. Vajira Ranasinghe and Mr. C Amarakoon who contributed in numerous ways in the publication of this document. I also wish to appreciate the secretarial assistance rendered by Miss. Medhani Illangasinghe.

I earnestly hope that the needs of a large cross section of the players in the Industry will be met by the adoption of this document and would also help to regularize the procurement system.



**DR. A D C JAYANANDANA**  
**CHAIRMAN - ICTAD**

2001/11/29

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## Guidelines for Use as a Bidding Document

This Standard Bidding Document (SBD) is intended for use in measure and pay contracts. It includes many guidance notes to the user. Hence this publication is not intended to use as a bidding document for a specific procurement. Procuring Entities (PEs) are advised to use Volume 1 and Volume 2, which are published separately as the bidding document for a specific procurement. The users are advised to follow the directions given below:

- (a) All the sections listed in the Contents page are included in this publication. Since a colour system is used the PEs shall not use photo copies of Volume 1 when inviting bids. Volume 1 is published separately for that purpose. PEs may prepare Volume 2 based on the guidance given in this document. The Volume 2 is available in a CD form.
- (b) Volume 1 consists of;
- Section 1 - Instructions to Bidders
  - Section 2 - Standard Forms (Contract)
  - Section 3 - Conditions of Contract

Volume 2 consists of;

- Invitation for Bids
- Section 4 – Form of Bid and Qualification Information
- Section 5 – Bidding Data and Contract Data
- Section 6 – Specifications
- Section 7 – Bills of Quantities
- Section 8 – Drawings
- Section 9 – Standard Forms (Bid)

The foot notes in this publication are guidance for the PE, for the purpose of preparing of bidding documents. Volume 1 and Volume 2 which are published separately will not contain foot notes except in the Standard Forms.

- (c) This SBD is suitable for all procurements of works financed under the consolidated fund or private sector. The SBD is also suitable for NCB procurements under foreign funded projects. Modifications or amendments to the Volume 1 of this bidding document **should not be done unless they are really essential. Any such changes should be provided only in the Volume 2, Section 5 - Bidding Data and Contract Data** as amendments to Instructions to Bidders and Conditions of Contract respectively only with the prior consent of the Institute for Construction Training and Development (ICTAD).



**APPLICABILITY OF ICTAD STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF WORKS**

**STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS FOR MINOR CONTRACTS - ICTAD/SBD/03**

- (1) Recommend for use for works contracts up to Rs.10 million.

**STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF WORKS - ICTAD/SBD/01**

- (1) Recommended for use on works contracts between Rs. 10 million and Rs. 100 million.
- (2) May be used for works of higher values, which are not of a complex nature.

**STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS FOR MAJOR CONTRACTS - ICTAD/SBD/02**

- (1) Recommended for use on works contracts over Rs. 100 million and for contracts of a lesser value, which are of a complex nature.

**STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS FOR DESIGN AND BUILD CONTRACTS - ICTAD/SBD/04**

Recommended to use for works contracts where the contractor is responsible for the design and construction of the works on specified approvals obtained from the Employer.

**ඉදිකිරීම් ටෙන්ඩර් පිළිබඳ සම්මත ලේඛනය, කුඩා පරිමාණයේ කොන්ත්‍රාත් - ICTAD/SBD/05  
(සකස් කරනු ලැබේ)**

- (1) රුපියල් මිලියන 10 දක්වා වූ ඉදිකිරීම් කොන්ත්‍රාත් සඳහා නිර්දේශ කරනු ලැබේ.

**STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS FOR SHOPPING PROCEDURE - ICTAD/SBD/06 (Under Preparation)**

- (1) Recommended for use on works contracts not exceeding Rs. 5 million when shopping procedure is used.

**STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS FOR CONSTRUCTION RELATED PLANT - ICTAD/SBD/07 (Under Preparation)**

- (1) Recommended to use when procuring construction related plant such as central air-condition systems, elevators, large generators etc. where substantial installation is involved.

## FORMATS FOR INVITATION FOR BIDS

*Note:*

*The relevant form shall be filled by the Procuring Entity and included in Volume 2 of the bidding documents.*

*Note :*

*Bidders are advised to consider the information printed in blue colour in the document as a checklist, when preparing their bids. However, it is the responsibility of the bidders to comply with all the requirements given in the bidding document.*



**Invitation for Bids (IFB)****(GOSL FUNDED PROJECTS)**


*[All notes given inside the square brackets should be deleted when preparing the Volume 2 of the bidding document]*

*[insert: name of Procuring Entity (if relevant name of the Ministry)]*

*[insert: Title of Contract & Contract (Bid) Number]*

1. The Chairman *[insert MPC/DPC/PPC/RPC as appropriate]* on behalf of the *[insert name of Procuring Entity]* now invites sealed bids from eligible and qualified bidders for construction/renovation/rehabilitation/refurbishment/repair\* of *[insert the title of the Works to be procured]* as described below and estimated to cost *[insert relevant cost of construction in the latest TCE (Total Cost Estimate)]*

*[Insert a brief description of the Works including major quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. The construction period is [insert no. of Days].*

2. Bidding will be conducted through National Competitive Bidding Procedure.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements *[list the required ICTAD registration]*
4. Qualifications requirements to qualify for contract award include: *[insert key technical, financial, legal and other requirements]*.
5. Interested bidders may obtain further information from *[insert name of Procuring Entity; insert name, address and e-mail of officer in charge]* and inspect the bidding documents at the address given below *[state address at end of this IFB]* from *[insert office hours]*.
6. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the *[state addressee]* from *[state date of commencement of issuing document]* until *[state date]* from 0900 hrs to 1500 hrs. upon payment of a non refundable fee of *[insert amount in Rupees]*. The method of payment will be *[insert method of payment]*.
7. Bids shall be delivered to the address below *[state address]* at or before *[insert time and date]*. Late bids will be rejected. Bids  opened soon after closing in the presence of the bidders' representatives who choose to attend.
8. All bids shall be accompanied by a *[insert as appropriate, either "Bid Securing Declaration"/ "Bid-Security, of (insert amount in Rupees)"]*

The address(es) referred to above is(are):

Name

Designation,

Address, fax number etc of the Procuring Entity

\* Select as appropriate



## Invitation for Bids (IFB)

(FOREIGN FUNDED PROJECTS)

[All notes given inside the square brackets should be deleted when preparing the Volume 2 of the bidding document]

[insert: name of Procuring Entity (if relevant name of Ministry)]

[insert: name of Project] - [insert: loan / credit number]

[insert: Title of Contract & Contract (Bid) Number]

1. The Democratic Socialist Republic of Sri Lanka [has received/has applied for/intends to apply for] a [loan/credit] from the [insert name of the foreign funding agency] towards the cost of [insert name of the Project], and intends to apply part of the proceeds of this [loan/credit] to payments under the Contract for [insert name/no. of Contract]
2. The Chairman [insert MPC/DPC/PPC/RPC as appropriate] on behalf of the [insert name of Procuring Entity] now invites sealed bids from eligible and qualified bidders for construction/renovation/rehabilitation/refurbishment/repair\* of [insert the title of the Works to be procured] as described below and estimated to cost [insert relevant cost of construction in the latest TCE (Total Cost Estimate)]  
  
[Insert a brief description of the Works, including major quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation to Bidders The construction period is (insert no. of Days)].
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements [list the required ICTAD registration]
4. Qualifications requirements to qualify for contract award include: [insert key technical, financial, legal and other requirements].
5. Interested bidders may obtain further information from [insert name of Procuring Entity; insert name, address and e-mail of officer in charge] and inspect the bidding documents at the address given below [state address at end of this IFB] from [insert office hours].
6. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the [state addressee] [state date of commencement of issuing document] until [state date] from 0900 hrs to 1500 hrs. upon payment of a non refundable fee of [insert amount in Rupees]. The method of payment will be [insert method of payment].
7. Bids shall be delivered to the address below [state address] at or before [insert time and date]. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
- 8.. All bids shall be accompanied by a [insert as appropriate, either "Bid Securing Declaration"/ "Bid-Security, of (insert amount in Rupees)"]

The address(es) referred to above is(are):

Name  
Designation,  
Address, fax number etc. of the Procuring Entity

\* Select as appropriate



# Section - 1

## INSTRUCTIONS TO BIDDERS

*Notes:*

*Instructions to Bidders shall be read in conjunction with Bidding Data under Section 5 (Volume 2). Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included under Section 3 - Conditions of Contract (Volume 1) and Contract Data under Section 5 (Volume 2). However, some information is reproduced in this section to facilitate the bidders to price their bids.*

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

*Note :*

*Bidders may consider the information printed in blue colour in the document as a checklist, when preparing their bids. However, it is the responsibility of the bidders to comply with all the requirements given in the bidding document.*

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## A. General

1. **Scope of Bid**
  - 1.1 The Employer as defined in the Bidding Data invites Bids for the construction of Works, as described in Section 5, Bidding Data.
  - 1.2 The successful bidder will be expected to complete the Works by the Intended Completion Date specified in the Bidding Data.
  - 1.3 Bids should be submitted in the forms available from the office given in the Bidding Data on a payment of a non-refundable fee given in the Bidding Data. Forms can be collected until the date given in the Bidding Data.
2. **Source of Funds**
  - 2.1 Works will be financed by the source given in Bidding Data.
3. **Ethics, Fraud and Corruption**
  - 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
    - Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
    - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/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.
  - 3.2 The attention of the bidders is also drawn to the Sub-Clause 59.2(g) of the Conditions of Contract (Section 3) which shall apply to any bidder.
4. **Eligibility and Qualification of the Bidder**
  - 4.1 **Eligibility**  
The bidder shall not be a blacklisted contractor at the time of bidding and at the time of award of contract.
  - 4.2 For domestic bidders, to qualify for contract award the successful bidder should have been registered and hold a valid registration from the deadline for submission of bids until the expiry of the original validity of the bid, with the Institute for Construction Training and Development (ICTAD), under the grade and specialty given in the Bidding Data, Section 5;
  - 4.3 **Qualification Requirements**
  - 4.3 All bidders shall provide in Section 4 - Form of Bid and Qualification Information the information requested in the Bidding Data.
  - 4.4 To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria if given in Section 5 – Bidding Data.

- 5. One Bid per Bidder** 5.1 Each bidder shall submit only one Bid, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.
- 6. Cost of Bidding** 6.1 The bidder shall bear all costs associated with the preparation and submission of his 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.
- 7. Site Visit** 7.1 The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

### B. Bidding Documents

- 8. Content of Bidding Documents** 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

**Volume 1:**

- Section 1 Instructions to Bidders
- Section 2 Standard Forms [Contract]
- Section 3 Conditions of Contract

**Volume 2:**

- Invitation to Bid
- Section 4 Form of Bid and Qualification Information
- Section 5 Bidding Data and Contract Data
- Section 6 Specifications
- Section 7 Bills of Quantities
- Section 8 Drawings
- Section 9 Standard Forms [Bid]

- 9. Clarification of Bidding Documents** 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated given in the Bidding Data. The Employer will respond to any such request for clarification received 10 Days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.



- 10. Amendment of Bidding Documents**
- 10.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be a part of the bidding documents and shall be communicated in writing (to be acknowledged in writing) to all those who have purchased the bidding documents.
- 10.3 Prospective bidders shall be given a reasonable time of not less than 07 Days to enable them to prepare their Bids in accordance with the addenda.

### C. Preparation of Bids

- 11. Language of Bid**
- 11.1 All documents relating to the Bid shall be in the language stated in the Bidding Data.
- 12. Documents Comprising the Bid**
- 12.1 The Bid submitted by the bidder shall comprise the following:
- (A) enclosed in the envelope marked as "ORIGINAL";
- (a) the Form of Bid and Qualification Information (in the format indicated in Section 4, and Qualification Information)
  - (b) Bid Security or Bid-Securing Declaration as specified
  - (c) Bidding Data and Contract Data
  - (d) Specifications
  - (e) Drawings
  - (f) Priced Bills of Quantities
  - (g) if alternative offers are invited, such offers shall contain adequate information for evaluation. However the main offer of the Contractor must conform to the bidding documents
  - (h) any other information required to be completed and submitted by bidders, as specified in the Bidding Data
- and
- (B) enclosed in the envelope marked as "COPY"
- (a) the Form of Bid and Qualification Information (in the format indicated in Section 4, and Qualification Information)
  - (b) priced Bills of Quantities
  - (c) if alternative offers are invited, such offers shall contain adequate information for evaluation; and
  - (d) any other information required to be completed and submitted by bidders, as specified in the Bidding Data.
- 13. Bid Prices**
- 13.1 The Contract shall be for the whole of the Works, as described in Sub-Clause 1.1, based on the priced Bills of Quantities submitted by the bidder.



- 13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities.
- 13.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 Days prior to the deadline for submission of Bids, shall be included in the rates, prices, and total bid price submitted by the bidder. However, VAT shall not be included in the rates or prices but shall be shown separately at the space provided in the BOQ
- 13.4 The Contract Price shall be subjected to adjustment during the performance of the Contract if provided in the Bidding Data.
- 14. Currencies of Bid**
- 14.1 The unit rates and prices shall be quoted by the bidder entirely in Sri Lanka Rupees unless otherwise provided in the Bidding Data.
- 15. Bid Validity**
- 15.1 Bids shall remain valid up to the date specified in the Bidding Data. A bid valid for a shorter period shall be rejected by the Employer.
- 15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of the Bid and bid security for the period of the extension, and in compliance with Clause 16 in all respects. If a bidder does not agree for an unconditional extension of the validity of his Bid, his Bid shall be rejected without forfeiting the bid security or executing the bid-securing declaration as appropriate.
- 16. Bid Security and Bid-Securing Declaration**
- 16.1 The bidder shall furnish as part of its Bid, a bid security or a bid-securing declaration as specified in the Bidding Data in the format given in Section 9.
- 16.2 If a bid security is selected under 16.1 above, the bid security shall be in the amount specified in the Bidding Data and shall be valid up to the date specified in the Bidding Data, from an agency acceptable to the Employer.
- 16.3 Any bid not accompanied by a substantially responsive bid security or bid-securing declaration in accordance with this clause, shall be rejected by the Employer.
- 16.4 The bid security or the bid-securing declaration of unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security.



- 16.5 The bid security may be forfeited or the bid-securing declaration executed:
- (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
  - (b) if the bidder does not accept the correction of its bid price pursuant to ITB Sub-Clause 27; or
  - (c) if the successful bidder fails within the specified time to:
    - (i) sign the Contract; or
    - (ii) furnish the required performance security .

#### **17. Pre-Bid Meeting**

- 17.1 The bidder's designated representative is invited to attend a pre-bid meeting which, if convened and stated so in the Bidding Data, will take place at the venue and time stipulated in the Bidding Data. The minutes of such pre-bid meeting shall be made available to all bidders within a reasonable time prior to the closing date of the Bid. Such minutes should be included by the bidder in his Bid.
- 17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The bidder is requested, as far as possible, to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late.

#### **18. Format and Signing of Bid**

- 18.1 The bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, and clearly marked "ORIGINAL." In addition, the bidder shall submit a copy of the bid, which is clearly marked as a "COPY." In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and the copy of the Form of Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

### **D. Submission of Bids**

#### **19. Sealing and Marking of Bids**

- 19.1 The bidder shall seal the original and the copy of the Bid in two separate inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY".

- 19.2 The inner and outer envelopes shall;
- (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding Data;
  - (c) include the name and address of the bidder; and
  - (d) provide a warning not to open before the specified time and date for bid opening as defined in the Bidding Data.
- 19.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**20. Deadline for Submission of Bids**

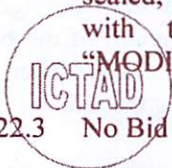
- 20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 20.2 The Employer may extend the deadline for submission of Bids by issuing an addendum in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subjected to the new deadline.

**21. Late Bids**

- 21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

**22. Modification and Withdrawal of Bids**

- 22.1 Bidders may modify, or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.
- 22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 22.3 No Bid may be modified after the deadline for submission of bids.
- 22.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the Bidding Data or as extended pursuant to sub clause 15.2 may result in the forfeiture of the bid security pursuant to clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause, or included in the original bid submission.





## E. Bid Opening and Evaluation

- 23. Bid Opening**
- 23.1 The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' authorized representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' representatives who are present shall sign their attendance.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3 The envelope marked as "Original" will be opened. If no envelope is marked as "Original" the Employer may open one of the envelopes. If the required documents are available in that envelope, Employer may mark it as the "Original" and the unopened envelope as the "Copy". If so the envelope marked as copy will remain unopened. If any of the required document is missing in the envelope opened first, the Employer may open the other envelope to search such missing information transfer such documents to one envelope and mark it as "Original" and reseal the other envelope and mark as "Copy".
- 23.4 The bidders' names, the bid prices, or any discounts, Bid modifications and withdrawals, the presence or absence of bid security / bid security declaration and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except late bids.
- 23.5 After announcing and completing the other procedures, the Employer shall reseal all the opened envelopes in the presence of the bidder's representatives.
- 24. Process to be Confidential**
- 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his bid.
- 25. Clarification of Bids**
- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any bidder for clarification of the bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 26. Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in the bidding document; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.



- 26.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which limits in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids; (d) a bid which proposes an alternative where not allowed to do so.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

### 27. Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
  - (c) if the bid price changes by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the Bidder and shall be considered as binding upon the bidder.
  - (e) if the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security shall be forfeited or bid security declaration shall be executed in accordance with Clause 16.

### 28. Currency for Bid Evaluation



Not used unless specified in Bidding Data.

### 29. Evaluation and Comparison of Bids

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- 29.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) excluding provisional sums and the provision, if any, for contingencies in the Bills of Quantities, but including Dayworks, where priced competitively;
  - (b) making any correction for errors pursuant to Clause 27;



- (c) making appropriate adjustments as described below to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.
  - i. If discounts are offered to limited items it should be applicable to such items;
  - ii. If the discount offered is to the total bid price as a percentage it should be applicable to all the items at the percentage discount offered, excluding for contingencies and provisional sum items before the contract award all rates and prices shall be adjusted to suit the discount;
  - iii. If the discount offered is to the total bid price as a lump sum, such lump sum amount should be considered for evaluation and before the award of contract such lump sum amount shall be uniformly distributed to all the items, excluding for contingencies and provisional sums.
- (d) making an appropriate adjustment for any other acceptable variations, deviations.
- (e) converting to a common currency if appropriate.

- 29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in bid evaluation.
- 29.4 The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in bid evaluation.
- 29.5 If the Employer determines that the bid is unbalanced and hence the bidder may fail in the performance of his obligations in some items within the quoted rates, a higher performance security as determined by the Employer may be requested to mitigate such risks

### 30. Preference for Domestic Bidders

Not used unless specified in Bidding Data.

ICTAD

## F. Award of Contract

### 31. Award of Contract

- 31.1 Subject to procedures if provided under Sub-Clause 31.1 under Bidding Data and subject to Clause 31.2 and Clause 32 below, the Employer will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be eligible and qualified in accordance with the provisions of the bidding document.
- 31.2 Even though the bidders meet the eligibility and qualification criteria specified they are subjected to disqualify if they have:



- (a) made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility and qualification requirements; or
- (b) participated in fraud and corrupt practice.
- (c) record of poor performance in previous contracts, such as abandoning the works, inordinate delays resulted in payment of liquidated damages up to the maximum limit specified in the contract etc;

**32. Employer's Right to Accept any Bid and to Reject any or all Bids**

32.1 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

**33. Notification of Award and Signing of Agreement**

33.1 Prior to expiration of the bid validity period, the Employer will notify the successful bidder that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Initial Contract Price")

33.2 The notification of award will constitute the formation of the Contract.

33.3 The agreement will incorporate the memorandum of understanding if any between the Employer and the successful bidder, and shall be signed by the Employer and the successful bidder.

33.4 Upon the furnishing by the successful bidder of the performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

33.5 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will prepare the agreement in the form provided in the bidding documents, incorporating all agreements between the Parties.

33.6 The Employer shall notify the successful bidder the date, time and venue for the signing of the agreement. The agreement shall be signed within 28 Days of the Letter of Acceptance.

**34. Performance Security**

34.1 Within 14 Days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a performance security from an agency acceptable to the Employer in the form of unconditional guarantee and in the amount stipulated in the Bidding Data.

34.2 During the Bid evaluation if the Employer found that the rate/s or amount/s quoted by the bidder is/are unreasonably low and could not furnish rational justification to the Employer, the Employer may request the bidder to furnish a performance security to an increased amount than that specified in the Bidding Data.



**35. Advance Payment and Security**      35.1 The Employer will provide an Advance Payment on the Initial Contract Price subject to maximum amount as stipulated in the Conditions of Contract, within 14 Days of the Contractor submitting an acceptable guarantee.

**36. Adjudicator**      36.1 The Employer shall include the name of the person to be appointed as an Adjudicator under the Contract in the Bidding Data. If the bidder disagrees with the person named, the bidder should state so in the Bid, in which event the Employer and the Contractor may reach agreement on the appointment of an Adjudicator by mutual consent within 28 Days from the Letter of Acceptance.

If mutual consent is not reached or resorted to or the Adjudicator was not proposed then the Adjudicator shall be appointed by the Institute for Construction Training and Development (ICTAD) at the request of either Party after the expiry of 28 Days.

The Adjudicator shall be a person not associated with the project directly or indirectly and who could demonstrate impartiality and independence in his functions.



**Section - 2**  
**STANDARD FORMS [CONTRACT]**

- *Letter of Acceptance*
- *Agreement*
- *Performance Security*
- *Advance Payment Security*
- *Retention Money Guarantee*



**Note :**

*The bidders are advised to use the information printed in blue in this volume as a check list when submitting the bid. However, it is the responsibility of the bidders to comply with all the requirements given in the bidding document. Failure to non compliance with any of them may be a reason for rejection of the bid.*

**Notes on Standard Forms:**

- *Bidders shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of the bidding documents.*
- *Bidders should not complete the Form of Agreement at the time of preparation 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 submission of bids.*
- *The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.*

**Notes on Form of Letter of Acceptance**

The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 33 of the Instructions to Bidders. This Form of Letter of Acceptance should be filled in and sent to the successful bidder only after evaluation of Bids and after obtaining approval from the relevant authority.

**FORM OF LETTER OF ACCEPTANCE**

----- [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]<sup>1</sup> ----- [amount in figures and words] as corrected in accordance with Instructions to Bidders and / or modified by a Memorandum of Understanding<sup>2</sup>, is hereby accepted.

The adjudicator shall be ----- [name and address of the Adjudicator, if agreed] / shall be appointed by the Institute for Construction Training and Development (ICTAD)<sup>3</sup>.

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 the date as per Conditions of Contract).

The amount of Performance Security is : ----- (fill the date as per Conditions of Contract).

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

Authorized Signature : -----

Name and title of Signatory : -----

Name of Agency : -----

<sup>1</sup> If multiple currencies are involved indicate amounts under each currency separated with the word 'and' between them

<sup>2</sup> Delete "corrected in accordance with ITB and/or " or "and/or modified by a Memorandum of Understanding", if not applicable

<sup>3</sup> Delete whichever inapplicable or delete both if not applicable



### STANDARD FORM: AGREEMENT

#### AGREEMENT

This AGREEMENT, made the -----[day] day of -----[month] 20----- [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 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 Contractor as hereinafter mentioned, 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.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

The Common Seal of \_\_\_\_\_  
was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed, and Delivered by the said \_\_\_\_\_  
in the presence of: \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## FORM OF RETENTION MONEY GUARANTEE

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

**Beneficiary:** ----- [Name and Address  
of Employer]

**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 ----- [name of  
contract and brief description of Works] (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 agency]  
hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----  
-----[amount in figures] ----- [amount in words]<sup>5</sup>  
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..

This guarantee shall expire, at the latest, -----[insert 28 Days after the end of the  
Defects 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)]



<sup>5</sup> Insert amount equivalent to the second half of the Retention Money



## **Section - 3**

# **CONDITIONS OF CONTRACT**

Conditions of Contract shall be read in conjunction with Section 5 - Contract Data in Volume 2, which shall take precedence over the Conditions of Contract

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**CONDITIONS OF CONTRACT**

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*Note - Conditions of Contract shall be read in conjunction with Contract Data*

## A. General

### 1. Definitions

**Boldface** type is used to identify defined terms.

The "**Adjudicator**" is the person appointed in accordance with Sub-Clause 25 jointly by the Employer and the Contractor or by the Institute for Construction Training and Development (ICTAD) as the case may be, for determination of the disputes in the first instance, as provided for in Clause 24 & 25.

**Bills of Quantities** means the priced and completed Bills of Quantities forming part of the bid.

**Certificate of Completion** is the certificate issued by the Engineer on completion of the Works.

**Compensation Events** are those defined in Clause 44 hereunder.


**Completion** shall mean when in the opinion of the Engineer the Works have been completed to an extent to be considered functional for the intended purpose.

The **Completion Date** is the date of completion of the Works as certified by Engineer, in accordance with Sub-Clause 55.1.

The **Contract** is the Contract between the Employer and the Contractor to execute the Works and shall include the documents listed in Clause 2.3.

The **Contractor** is a person, corporate body, partnership, proprietorship or joint venture whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Costs** shall be deemed to include overhead costs whether on or off site but without profit.

**Days** are calendar days;

**Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

**Drawings** include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The **Employer** is the Party named in the Contract Data, who employs the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor) who is responsible for administering and supervising the execution of the work. Such person may be an engineer, architect or any other technical person. In the absence of such appointment the Employer himself.

The **Engineer's Representative** means a person appointed from time to time by the Engineer under Sub-Clause 5.1 of these conditions.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

**Final Certificate** is the certificate issued by the Engineer after the Defects Liability Period and on correction of the Defects by the Contractor.

The **Initial Contract Price** is the price stated in the Letter of Acceptance.

The **Intended Completion Date** is date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.

**Letter of Acceptance** means the letter signed and issued by the Employer accepting the Bid submitted by the Contractor for the execution and completion of the Works.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Party** means either or both the Employer and the Contractor as the context requires.

**Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.





**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer which varies the Works, which is instructed or approved as a Variation under Sub Clause 39.4.

The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the Contract Data.

## 2. Interpretation 2.1

In the interpretation of these Conditions of Contract, unless the context otherwise requires :

- a) Headings are for convenience only and do not affect the interpretation of this Contract ;
- b) Words importing the singular or the gender shall include the plural and the other gender and vice versa. Words have their normal meaning under the language of the Contract unless specifically defined;
- c) A reference to a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any authority ;
- d) A reference to a document includes an amendment or supplement to, or replacement or innovation of, that document but disregarding any amendment, supplement, replacement or innovation made in breach of this Contract; and
- e) A reference to a Party to any document includes that Party's successors and permitted assigns.

Any clarification of these Conditions of Contract will be provided by the Engineer.

- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).



- 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)
  - (4) Contractor's Bid,
  - (5) Contract Data,
  - (6) Conditions of Contract,
  - (7) Specifications,
  - (8) Drawings,
  - (9) Bills of Quantities,
  - (10) any other document listed in the Contract Data as forming part of the Contract.
3. **Language and Law** 3.1 The language of the Contract shall be English.. The law governing the Contract is the law of the Democratic Socialist Republic of Sri Lanka.
4. **Engineer's Decisions** 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. **Engineer's Representative** 5.1 The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 5.2
- 5.2 The Engineer may delegate any of his duties and responsibilities to Engineer's Representative or others, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. **Communications** 6.1 Any verbal communication between the Parties including any instructions given, shall be deemed to be duly given for the purposes of this sub-clause, if either Party within seven (7) Days, confirms to the other Party in writing of such verbal communication or instructions. If the recipient Party does not contradict such confirmation in writing within seven (7) Days, it shall be deemed to have been accepted.
7. **Sub Contracting** 7.1 The Contractor may subcontract with the approval of Engineer, but shall not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. **Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of other Contractors, and shall notify the Contractor of any such modification.



- 9. Personnel**
- 9.1 The Contractor shall employ the key personnel if named by the Employer in the schedule of key personnel, as referred to in the Contract Data, to carry out the functions stated in the schedule or other personnel approved by the Engineer. The Engineer may approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the schedule.
- 9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven Days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Final Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) use or occupation of the Site of the Works or for the purpose of the Works, which is the unavoidable result of the Works or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted by him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials and Equipment to the extent that is due to :
    - (i) a fault of the Employer or the Employer's design
    - (ii) due to war, hostilities, rebellion, revolution, insurrection, radioactive contamination within the country
    - (iii) riot, commotion or disorder within the country and which is not caused by or due to the employees of the Contractor
- 11.2 From the Completion Date until the Final Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:
- (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.



- 12. Contractor's Risks**
- 12.1 From the Start Date until the Final Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Temporary Works, Plant and Materials.
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property of third parties and that of the Employer; (except to Works, Temporary Works, Plant, Materials, and Equipment) in connection with the Contract;
  - (d) personal injury or death to any person of a third party and including employees of the Employer and other persons engaged by the Employer in connection with the Contract;
- 13.2 The Contractor shall provide insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following event which is due to the Contractor's risk:
- (a) liability for personnel injury or death of workmen or other employees of the Contractor. The Contractor's liability for personal injury or death of workmen shall be as provided for in the Workmen's Compensation Act and any other statutory modifications or amendments thereto.
- 13.3 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.4 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.5 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.
- 13.6 Both Parties shall comply with any conditions of the insurance policies.
- 14. Site Investigation Reports**
- 14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.



15. **Queries about the Contract Data** 15.1 The Engineer will clarify queries on the Contract Data.
16. **Contractor to Construct the Works** 16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and Engineer's instructions.
17. **The Works to be Completed by the Intended Completion Date** 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and shall complete them by the Intended Completion Date.
18. **Approval by the Engineer** 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporary Works.
- 18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the Temporary or Permanent Works, are subject to prior approval by the Engineer before use.
19. **Safety** 19.1 The Contractor shall be responsible for the safety of all activities on the Site.
20. **Discoveries** 20.1 Anything of historical or other interest or of significant value discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.
21. **Possession of the Site** 21.1 The Employer shall give possession of all parts of the Site to the Contractor. The Employer if required may give possession of the Site in accordance with the approved programme. If possession of a part is not given by the date stated in the Contract Data, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
22. **Access to the Site** 22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
23. **Instructions** 23.1 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

- 24. Dispute Resolution**
- 24.1 Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance be attempted to be resolved by way of adjudication in accordance with the adjudication procedure set forth in Clause 25.
- 25 Procedure for Adjudication**
- 25.1 Either Party may initiate the reference of a dispute to the Adjudicator by giving 07 Days notice to the other Party.
- 25.2 The Adjudicator shall be appointed by agreement between the Parties. In the event the Parties are unable to reach agreement on the appointment of the Adjudicator within fourteen (14) Days from the date of such request, either Party may make an application to the Institute for Construction Training and Development (ICTAD) to appoint an Adjudicator.
- 25.3 The Adjudicator shall be a professional with experience relevant to the Works and in the interpretation of contractual documents. Such Adjudicator shall have no interest financial or otherwise in the Employer, the Contractor or the Engineer nor any financial interest in the Contract, except in respect of his professional fees.
- 25.4 The Adjudicator's fee shall be agreed by both Parties and shall be borne by both Parties in equal amounts.
- 25.5 The Adjudicator shall give the determination in writing within 28 Days or such other period of receipt of a notification of a dispute. The Adjudicator shall determine procedures as he sees fit ensuring that each Party is given a reasonable opportunity to make representations including written submissions and/or hearing of witnesses in person.
- 25.6 With the prior concurrence of both Parties the Adjudicator may take advice and assistance from independent professional advisor/s or other person/s to enable him to reach a determination on the dispute. Such costs shall be borne by both Parties in equal amounts.
- 25.7 Each of the Parties shall upon and in accordance with a request by the Adjudicator supply him free of charge such information and documents as he shall require for the purposes of the reference to him. That information and those documents shall be kept confidential by him and by the Parties.
- 25.8 The Adjudicator shall not act as an Arbitrator. The decision of the Adjudicator shall be deemed final and binding on the Parties if neither Party refers the dispute to arbitration in accordance with Sub-Clause 26.1 within twenty eight (28) Days of the Adjudicator's determination.
- 25.9 Replacement of Adjudicator**
- Should the Adjudicator resign or die or is removed by agreement of the Parties on the basis of his unsatisfactory performance, the Parties may jointly appoint another Adjudicator and such an appointment shall be made within fourteen (14) Days after the



resignation or death or removal of the Adjudicator. If the Parties are unable to reach agreement on the appointment of a new Adjudicator then the Adjudicator shall be appointed by the Institute for Construction Training and Development (ICTAD) at the request of either Party within fourteen (14) Days of receipt of such request.

## 26 Arbitration

- 26.1 (a) Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred to by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof,
- (b) Pending the award in any arbitration proceedings hereunder,
- (i) this Contract and the rights and obligations of the Parties shall remain in full force and effect and
- (ii) each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.
- (c) Any award rendered by the arbitral tribunal shall determine the extent to which the cost of arbitration is to be borne by each Party. The arbitration centre charges (if any) and the compensation to the arbitrator shall be equally shared by the Parties initially.

### 26.2 Composition of the Arbitral Tribunal :

The arbitral tribunal shall consist of a sole arbitrator who shall be appointed in the manner provided in Sub-Clause 26.3.



### 26.3 Selection Procedure :

The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period then the Arbitrator shall be appointed in accordance with the Arbitration Act No. 11 of 1995, or any amendments thereof.

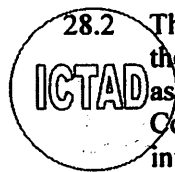
### 26.4 Venue & Language :

The venue of arbitration shall be in Sri Lanka.

Unless otherwise agreed to by the Parties the proceedings shall be conducted and the award shall be rendered in the English language.

## B. Time Control

- 27. Programme**
- 27.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 27.2 An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Engineer for approval an updated programme at intervals no longer than the period stated in the Contract Data.
- 27.4 If the Contractor does not submit a program in accordance with Sub-Clause 27.1 above or an updated programme in accordance with Sub-Clause 27.3 above, within the periods specified, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- 27.5 The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer again at any time. A revised programme shall show the effect of Variations and Compensation Events.
- 28. Extension of the Intended Completion Date**
- 28.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional Costs.
- 28.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay as foreseeable by an experienced contractor, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 29. Acceleration**
- 29.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Engineer will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.





- 29.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 30. Delays Ordered by the Engineer** 30.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.
- 31. Management Meetings** 31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the programme/progress for the remaining work.
- 31.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meetings and to the Employer. The responsibility of the Parties for action to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting and to the Employer.
- 32. Early Warning** 32.1 The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

### C. Quality Control

- 33. Identifying Defects** 33.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found and shall specify a time within which the defects are to be rectified. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 34. Tests** 34.1 If the Engineer instructs the Contractor to carry out a test which is not specified in the Specification or Bills of Quantities in sufficient detail to enable the Contractor to have priced or allowed for the same in the Bid and the test shows that the workmanship or Material is defective then the Contractor shall pay for the tests and samples. If there is no defect the test shall be a Compensation Event.
- 35. Correction of Defects** 35.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at completion, and is defined in the Contract Data.



35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

35.3 On completion of the Defects Liability Period and correction of Defects in accordance with Sub-Clause 35.2 or 36.1, and on certification of the final payment, the Engineer shall issue the Final Certificate to the Contractor.

**36. Uncorrected Defects**

36.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**D. Cost Control**

**37. Bills of Quantities**

37.1 The Bills of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2 The Bills of Quantities is used to calculate the Initial Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bills of Quantities for each item.

**38. Changes in the Quantities**

38.1 If the final quantity of the work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent, provided the change exceeds one (1) percent of the Initial Contract Price, the Engineer shall re-examine the rate based on market conditions and adjust the rate to allow for the changed quantity exceeding the 25 percent.

38.2 The Engineer shall not adjust rates arising from changes in quantities if thereby the Initial Contract Price is exceeded except with the prior approval of the Employer.

38.3 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bills of Quantities.

**39. Variations**

39.1 Variations may be initiated by the Engineer at any time prior to issuing the Certificate of Completion for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

39.2 Variations may be ordered by the Engineer provided the cumulative value of all such variations issued does not exceed a sum specified in the Contract Data. Any variation ordered above this limit would need the prior approval of the Employer.

39.3 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer with supporting documents to establish that he cannot obtain the necessary Equipment, Materials, Plant & Temporary Works or any of them as appropriate, required for the Variation. Upon receiving this notice, the Engineer shall re-confirm, vary or cancel the instruction.



- 39.4 Each Variation may include:
- (a) changes to the quantities of any item of work included in the Contract (however, such changes may not necessarily arise from a written order);
  - (b) changes to the quality and other characteristics of any item of work;
  - (c) changes to the levels, positions and dimensions of any part of the Works;
  - (d) omission of any work other than work intended to be carried out by others;
  - (e) any additional work, Plant, Materials or services necessary for the Works, including any associated Tests on Completion, boreholes and other testing and exploratory work; or

39.5 The Contractor shall not make any alteration and/or modification of the permanent Works, unless and until the Engineer instructs or approves a Variation.

39.6 All Variations shall be included in updated programmes produced by the Contractor.

#### 40. Payments for Variations

40.1 The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer within 07 Days or such extended time given by the Engineer. The Engineer shall assess the quotation before the Variation is ordered, taking into consideration the provision given in the Contract Data.

40.2 If the work in the Variation corresponds with an item description in the Bills of Quantities 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 shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

40.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's Costs. The contractor may refer the matter to the adjudicator if he disagrees with the rate decided by the Engineer.

40.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5 The Contractor shall not be entitled to additional payment for Costs that could have been avoided by giving early warning.



- 41. Cash Flow Forecasts**
- 41.1 When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.
- 42. Payment Certificates**
- 42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 21 days of the receipt of the Contractor's statement.
- 42.3 The value of work executed shall be determined by the Engineer.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed.
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events and the 80% of the value of the Materials brought to the Site for the permanent Works but not incorporated in such Works.
- 42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 43. Payments**
- 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Engineer within 14 Days of the date of each certificate. If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate of interest of 1% over the prevailing lending rate of the Central Bank to Commercial Banks.
- 43.2 If an amount certified is increased in a later certificate or as a result of a recommendation by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 44. Compensation Events**
- 44.1 The following shall be Compensation Events:
- (a) the Employer does not give access to a part of the Site by the site possession date stated in the Contract Data.
- (b) the Employer modifies the schedule of other contractors in a way that affects the work of the Contractor under the Contract.



- (c) other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (d) the Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time, in spite of the Contractor requesting for such information in advance.
- (e) ground conditions at the time of issuance of the Letter of Acceptance are substantially more adverse than could reasonably have been assumed from the information issued to bidders (including the site investigation reports) and from information available publicly and from a visual inspection of the Site at the time of closing of the Bid.
- (f) the Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (g) the advance payment is delayed.
- (h) the effects on the Contractor of any of the Employer's Risks.
- (i) the Engineer delays issuing the monthly payment certificates unreasonably.
- (j) the Engineer unreasonably delays issuing a Certificate of Completion.
- (k) the Engineer instructs the Contractor to uncover or to carry-out additional tests upon work, which is then found to have no defects.
- (l) the Engineer instructs the Contractor to suspend progress of part or all of the Works, in accordance with Sub Clause 64.1 and the cause of suspension is not the responsibility of the Contractor.
- (m) other Compensation Events described in the Contract Data or determined by the Engineer.

44.2 If a Compensation Event would cause additional Costs or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast Costs has been provided by the Contractor, it shall be assessed by the Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on the Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

**45. Change in Law** 45.1 The Engineer shall adjust the Contract Price for any Change in Law during the period commencing 28 Days prior to the closing date of Bids and ending on the date of issuance of the Certification of Completion or termination pursuant to Clause 59. The adjustment shall be the change in the amount of tax, duties and other levies payable by the Contractor provided such changes are not already reflected in the Contract Price or are a result of Clause 47.1 or otherwise.

For purposes of this sub clause, Change in Law means the enactment of any new Law or a change to existing legislation and the repeal of, or modification of existing laws of the country, including any regulations made, and/or directives issued thereunder, or a change in the judicial interpretation and the application of any Law by a competent Court as compared to such interpretation or application by a Court prior to the date of this agreement, and which relates to taxation or imposition of rationing, proscribing any activity or relates to duties and other import/export levies which in each case is beyond the control of the Contractor and materially affects the performance of the Contractor's responsibilities under the Contract.

**46. Currencies** 46.1 Where payments are made in currencies other than Sri Lankan Rupees, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contract Data.

**47. Price Adjustment** 47.1 Unless otherwise stated in the Contract Data the amounts computed from the formula given under this sub-clause in respect of the rise or fall in the cost of labour, Material, Plant and other inputs to the Works, shall be added to or deducted from the payment to the Contractor.

(a) The adjustment to the payment certificates in respect of Changes in Cost and Legislation shall be determined from following formula :

$$ICTAD = \frac{0.966 (V - V_{na})}{100} \sum_{\text{All inputs}} P_x \frac{(I_{xc} - I_{xb})}{I_{xb}}$$

Where:

- F = Price adjustment for the period concerned.
- V = Current valuation of work done for the period.
- V<sub>na</sub> = Value of non adjustable element or value of work not considered for price variation.
- P<sub>x</sub> = Input percentage of input named X.
- I<sub>xc</sub> = Current indices of input X.
- I<sub>xb</sub> = Base indices of input X.

No other adjustment of the Contract Price on account of fluctuations of inputs shall be made, notwithstanding the fact that the contractor has to pay additional amount under special circumstances.



- (b) The "Input Percentage" means the percentage proportionate contribution of any input in terms of cost of the construction based on the prices prevailing on one month prior to submission of the Bid and listed under Clause numbered 47 in Contract Data.
- (c) The "Non adjustable elements" means,
- (i) The work done under the BOQ items that shall not be considered for valuation of price adjustment which are listed under Clause 47 in Contract Data.
  - (ii) Extra work or additional work carried out by the Contractor on orders of the Engineer and are valued under Clause 40 based on the prices prevailing at the time of execution.
  - (iii) Works done under Dayworks rates.
  - (iv) The "Current Valuation" means the gross value of work executed during the current valuation period and will include the cost of Materials the contractor has purchased or delivered to site but were not consumed for the physical work done.
  - (v) The "Indices" means the monthly indices published by Institute for Construction Training and Development for different Inputs.
  - (vi) "Base Indices" means the indices for the input, prevailing one month prior to the latest date for submission of Bids.
  - (vii) In the case of first interim bill, the current indices for the purpose of calculation of price adjustment shall be taken as the indices prevailing on first month after the commencement of the Contract. For any other interim claim or for the final claim the current indices shall be taken as the indices prevailing for the calendar month, one month after the previous valuation was done.

If the Contractor fails to complete the Works within the time for completion prescribed under Clause 17 or 28 the price adjustment for the work performed after the due date of completion as described above shall be made using the current indices prevailed at the due date for completion.

The weightings for each of the Inputs of cost given in this Clause shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 39 or for any other reason.

#### 48. Retention

- 48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data subject to the limit of retention stated in the Contract Data.
- 48.2 On Completion of the whole of the Works, first half the total amount retained shall be repaid to the Contractor and second half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.



48.3 As an alternative upon the issue of the Certificate of Completion the Contractor may submit an unconditional, on demand guarantee acceptable to the Employer to a value equal to the second half of the retention money, and valid up to 28 days beyond the end of Defect Liability Period. On receipt of such guarantee the Employer shall repay the second half of the retention money.

**49. Liquidated Damages**

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per Day stated in the Contract Data for each Day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 43.1.

**50. Bonus**

50.1 The Contractor shall not be entitled to a bonus unless otherwise stated in the Contract Data .

**51. Advance Payment**

51.1 The Employer shall make advance payment to the Contractor in an amount equivalent to 20% of the Initial Contract Price excluding provisional sums and contingencies, within 14 Days after furnishing of an unconditional guarantee in a form and by a bank or a company acceptable to the Employer. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. The advance payment shall be repaid in full when the total certified value of work reaches 90% of the Initial Contract Price. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

**52. Securities**

52.1 The performance security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in Contract Data and in the form of a unconditional guarantee acceptable to the Employer. The performance security shall be valid until a date 28 Days beyond the Intended Completion Date as specified under Sub-Clause 17 and Sub-Clause 28.



- 53. Dayworks**
- 53.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when Engineer has given written instructions in advance for additional work to be paid for in that way.
- 53.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be verified and signed by the Engineer within two days of the work being done.
- 53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 54. Cost of Repairs**
- 54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's Costs if the loss or damage arises from the Contractor's acts or omissions.

### E. Finishing the Contract

- 55. Completion**
- 55.1 The Contractor shall request the Engineer to issue a **Certificate of Completion** of the Works, and the Engineer will do so upon deciding that the **work is completed**. Upon completion of the Defects Liability Period the contractor shall request the Engineer to issue a **Final Certificate** and the Engineer shall issue the Final Certificate upon being satisfied that the Contractor has **rectified the Defects**.
- 56. Taking Over**
- 56.1 The Employer shall take over the Site and the Works within 7 Days of the Engineer's issuing a Certificate of Completion.
- 57. Statement at Completion**
- 57.1 The Contractor shall supply the Engineer with a detailed account of the amount that the Contractor considers payable under the Contract within 21 Days after issuing of Certificate of Completion. The Engineer shall certify any payment that is due to the Contractor within 42 Days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 14 Days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate. The Employer shall pay the contractor the amount certified within 28 Days of the issue of Engineer's certification on the amount due. The contractor will be entitled to interest rate and in the same manner as stipulated in Clause 43.1 if payments as stipulated herein are delayed.
- 57.2 The Contractor shall supply the Engineer an account of the final amount that the Contractor considers payable under the Contract, after correction of all Defects notified and within 7 Days after the end of Defect Liability Period. The Engineer shall certify any payment that is due to the Contractor within 42 Days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 14 Days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment



certificate. The Employer shall pay the contractor the amount certified within 35 Days of the issue of Engineer's certification on the amount due. The contractor will be entitled to interest rate and in the same manner as stipulated in Clause 43.1 if payments as stipulated herein are delayed.

- 58 Operation and Maintenance Manuals**
- 58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.
- 59. Termination**
- 59.1 The Employer or the Contractor may terminate the services under the Contract if the other Party causes a fundamental breach of the Contract.
- 59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 Days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
  - (b) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a restructuring or amalgamation;
  - (c) a monthly payment due to the Contractor is not paid within 91 Days from the submission of the Contractor's statement;
  - (d) the Contractor does not maintain the performance security, which is required ;
  - (e) the Contractor has delayed the completion of the Works by the number of Days for which the maximum amount of liquidated damages can be paid as defined in the Contract Data; and
  - (f) the Engineer instructs the Contractor to suspend the progress of the whole of the Works, and the instruction is not withdrawn in accordance with the provisions of sub-clause 64.4;
  - (g) The Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract,

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.




- 59.3 When either Party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed under sub-clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 59.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 60. Payment upon Termination**
- 60.1 If the services of the Contractor under the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments remaining to be recovered at up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's Costs of protecting and securing the Works, and less advance payments outstanding up to the date of the certificate. The Contractor shall be entitled to claim for any loss of profit or other loss or damage sustained by the Contractor as a result of the termination.
- 61. Property**
- 61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the services of the Contractor under the Contract is terminated because of the Contractor's default. Contractor's Equipment thus retained will be released to the Contractor only upon the payment of all the debt due to the Employer. During such period the Employer may use such Equipment for the completion of Works at his discretion.
- 62. Release from Performance**
- 62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 63. Provisional Sums and Nominated Sub-Contracting**
- 63.1 Provisional Sum means a sum included in the Contract and so designated in the Bills of Quantities for the execution of any part of the Works or for the supply of goods, Materials, Plant or services, which sum may be used, in whole or in part or not at all, on the instructions of the Engineer.



- 63.2 For each provisional sum, the Engineer may instruct:
- (a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Clause 40; and/or
  - (b) Plant, Materials or services to be purchased by the Contractor, from a nominated subcontractor as define under Sub-Clause 63.4 or otherwise.
- 63.3 If executed by the Contractor, the total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the provisional sum relates, as the Engineer shall have instructed.
- 63.4 In the Contract "nominated subcontractor" means a subcontractor:
- (a) who is stated in Contract as being nominated subcontractor; or
  - (b) whom the Engineer instructs the Contractor under Clause 39, to employ as a subcontractor.
- 63.5 The Contractor shall not be under any obligation to employ a nominated subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars.
- 63.6 If the Works is executed by a nominated sub-contractor the Contractor shall pay to the nominated subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract.
- 63.7 The Contractor will be entitled to a payment of an amount of 8% of the amount certified by the Engineer as payment due to nominated subcontractor, as attendance fees.

**64 Suspension of Works**

- 64.1 The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 64.2, 64.3 and 64.4 shall not apply.

- 64.2 If the Contractor suffers delay and/or incurs Costs from complying with the Engineer's instructions under Sub-Clause 64.1 and/or from resuming the suspended work, the Contractor shall give notice to the Engineer and shall be a Compensation Event.
- 64.3 The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:
- (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 Days, and



(b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.

64.4 If the suspension under Sub-Clause 64.1 has continued for more than 84 Days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 Days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Sub-Clause 39 of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 59

64.5 After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.



## Section - 4

# FORM OF BID AND QUALIFICATION INFORMATION

*Note:*

*The Form of Bid and Qualification Information included in this publication are samples. The Procuring Entity may modify the Qualification Information and include the Form of Bid and Qualification Information as Section 4 in Volume 2 before issuance of the Bidding Documents.*

*Note :*

*Bidders are advised to consider the information printed in blue colour in the document as a-checklist, when submitting their bids. However, it is the responsibility of the bidders to comply with all the requirements given in the bidding document.*



### Form of Bid

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

Name of Contract:\* .....

To:\* [insert name of Employer<sup>6</sup>]

Gentleman,

1. Having examined the Standard Bidding Document - Procurement of Works [ICTAD/SBD/01 - Second Edition, January 2007], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees ..... (LKR ..... ) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid for the period of\* ..... (insert number of Days in accordance with Sub-Clause 15.1 of Instructions to Bidders) 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.
6. We accept / we do not accept the Adjudicator.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 20... in the capacity of ..... duly authorized to sign tenders for and on behalf of .....

(IN BLOCK CAPITALS)

Signature : .....

Address : .....

Witness : .....

<sup>6</sup> Name of the Procuring Entity

### Qualification Information\*

(To be completed and submitted by the bidder, with the Bid)  
 (\* if requested only)

<b>ICTAD Registration</b>	
Registration number	(attach copies of relevant pages from the registration book)
Grade	
Speciality	
Expiry Date	
<b>Backlisted Contractors</b>	
Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/No)	
IF yes provide details	
<b>VAT Registration Number</b>	
<b>Construction Program*</b>	(attach as annex)
<b>Legal status</b>	(attach relevant status copies, as annex)
<b>Value of Construction works performed in last 5 years*</b>	
(attach copies of Certificate of Completion etc and other documents such as profit-loss and income expenditure statement)	
Year .....	
Year .....	
Year .....	
Year .....	
Year .....	
<b>Value of similar works completed in last 10 years (indicate only the three largest projects)*</b>	
1. Value _____	Year .....
2. Value _____	Year .....
3. Value _____	Year .....
(attach copies of Certificate of Completion etc., as annex)	
<b>Major items of construction equipment proposed*</b>	
1. type _____	Capacity .....
2. type _____	Capacity .....
3. type _____	Capacity .....
4. type _____	Capacity .....
5. type _____	Capacity .....
<b>Qualification and experience of key staff – Site &amp; Head Office (Permanent, Contract basis &amp; Consultants) *</b>	
Technical:	
1.	
2.	
3.	
Managerial:	
1.	
2.	
3.	
<b>Other information requested under ITB Clause 4.1*</b>	

\* Procuring Entity shall include only the requirement listed in the Bidding Data under ITB Clause 4.3



## Section - 5

# BIDDING DATA AND CONTRACT DATA

*Note:*

*The Bidding Data and Contract Data included herein are Specimen. The Procuring Entity may fill the necessary information and include them as Section 5 in Volume 2 before issuance of the Bidding Documents.*

**G. Bidding Data<sup>7</sup>**

**Instructions to Bidders**

**Clause Reference**

(1.1) The Employer is  
 Name<sup>8</sup> : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Works consists of<sup>9</sup> \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

located at \_\_\_\_\_

(1.2) Intended Completion Date is<sup>10</sup> \_\_\_\_\_ Days from the Start Date.

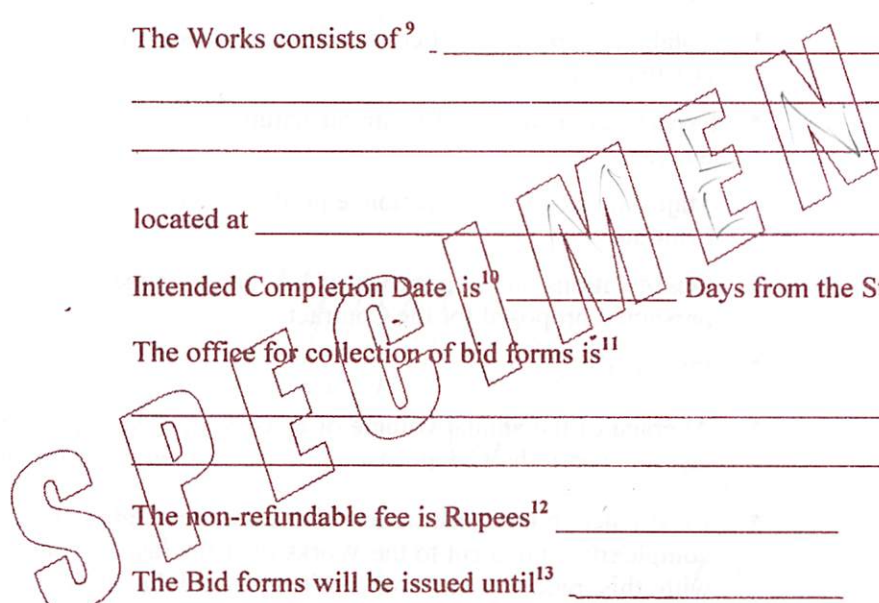
(1.3) The office for collection of bid forms is<sup>11</sup> \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The non-refundable fee is Rupees<sup>12</sup> \_\_\_\_\_

The Bid forms will be issued until<sup>13</sup> \_\_\_\_\_

(2.1) The source of funds is<sup>14</sup> \_\_\_\_\_

(4.2) The registration required<sup>15</sup>  
 Specialty \_\_\_\_\_  
 Grade \_\_\_\_\_



<sup>7</sup> This section should be filled by the Procuring Entity before issuance of the bidding document  
<sup>8</sup> Name of the Legal entity to sign the Contract  
<sup>9</sup> Brief summary; including name, identification number, relationship to other contracts under the project etc  
<sup>10</sup> Insert Contract period in days (refer Procurement Manual 4.2.2)  
<sup>11</sup> Specify name, designation and address for collection of bidding documents  
<sup>12</sup> Shall be a fee to cover the cost of a set of bidding documents  
<sup>13</sup> Insert times and dates of issuing of bidding documents; shall be one day prior to the deadline for submission of bids  
<sup>14</sup> Insert GOSL or name of the funding agency  
<sup>15</sup> Shall be same as Invitation to Bid; Guidance may be obtained from Procurement Manual Section 5.3.5;



(4.3)<sup>16</sup>

The following information shall be provided in Section 4:

- \* 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 ten years;
- \* Major items of construction equipment proposed to carry out the Contract<sup>17</sup>;
- \* Qualifications and experience of key site management and technical personnel proposed for the Contract;
- \* any other.

(4.4)<sup>18</sup>

- \* Average of the annual volume of construction work performed in the last five years shall be at least \_\_\_\_\_ (state the amount<sup>19</sup>)
- \* Experience in the construction of at least one contract of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent completed); \_\_\_\_\_
- \* Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data clause 4.1;

\_\_\_\_\_  
\_\_\_\_\_

<sup>16</sup> Guidance may be obtained from Procurement Manual Section 5.3.4: Select only the appropriate documents from the list provided, and add any other information. The requirements shall not be restrictive. Since ICTAD registration is included as a eligibility criteria, the factors considered for registration need not to be repeated.

<sup>17</sup> Only if specialized equipment needed

<sup>18</sup> Select **only** relevant criteria and add any other relevant criteria; the information requested under Bidding Data clause 4.3 should be amended to suit the specified criteria; if nothing is selected leave Bidding Data clause 4.4 blank; Guidance may be obtained from Procurement Manual Section 5.3.4. Special care must be taken for not to include restrictive requirements

<sup>19</sup> Amount should not be less than 1.5 times the annual value of the proposed work. Annual value of the proposed Work is calculated by dividing the twelve times the estimated value of the contract by contract duration expressed in Months.



\* Following technical and managerial Staff:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\* 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.<sup>20</sup> \_\_\_\_\_

(9.1) Employer's address for the purpose of clarification is ;

Name

Address

Fax

E-mail

(11.1) The language of the bidding document shall be English.

(12.0) Any other \_\_\_\_\_

(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.

(13.4)<sup>21</sup> The Contract is/is not<sup>22</sup> subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.

(14.1)<sup>23</sup> Bidders are allowed to bid in foreign currencies for following items (bidders may be required by the Employer to clarify their foreign currency component included in the rates/prices are reasonable).

(15.1) The Bid shall be valid up to<sup>24</sup> \_\_\_\_\_ (date<sup>25</sup>).

(16.1)<sup>26</sup> **Option 1**

Bid shall include a Bid Security using the form included in Section 9.

**Option 2**

Bid shall include a Bid-Securing Declaration using the form included in Section 9.

<sup>20</sup> Usually estimated payments flow-over a period of 3 months at the average (straight line distribution) construction rate. Refer Procurement Manual 5.3.4.

<sup>21</sup> Mandatory for any contract where the construction period exceed three months

<sup>22</sup> Select "is" or "is not"

<sup>23</sup> Insert only if bidders are allowed to bid in foreign currencies under Clause 14.1.

<sup>24</sup> Shall be same as Invitation to Bid refer procurement manual 5.3.10

<sup>25</sup> The period should be realistic. Usually the period is 91 - 147 Days from submission of Bids.

<sup>26</sup> Select one of the options and delete the other



- (16.2)<sup>27</sup> Bid Security shall be:
- for an amount [insert amount, should be the same as provided in the Invitation to Bid].
  - Valid until \_\_\_\_\_ [insert the date, 28 Days beyond the validity of the Bid]
  - issued by an agency acceptable to Employer using the form for bid security (unconditional guarantee) included in Section 9, Standard Forms.

(17.0)<sup>28</sup> Pre Bid meeting - venue \_\_\_\_\_ date<sup>29</sup> \_\_\_\_\_ time \_\_\_\_\_

(19.2) a The Employer's address for the purpose of Bid submission is<sup>30</sup>

\_\_\_\_\_

\_\_\_\_\_

(19.2) b Contract name: \_\_\_\_\_

Contract no. \_\_\_\_\_

(20.1) The deadline for submission of Bids shall be<sup>31</sup> \_\_\_\_\_

(28.1)<sup>32</sup> For evaluation and comparison of Bids under Sub-Clause 29.2, rates and prices quoted in foreign currencies by the bidders will be converted to Sri Lanka Rupees using middle exchange rate published by the Central Bank of Sri Lanka, on the date 28 Days prior to date of closing of Bids.

(30.0)<sup>33</sup> Domestic Contractors are eligible for a 10% margin of preference in the comparison of their Bids with those of bidders who do not qualify for the preference. To eligible for domestic preference the bidder shall:

- (a) be registered in Sri Lanka
- (b) have more than 50% ownership by nationals of Sri Lanka;

The following procedure will be used to apply the margin of preference:

Responsive bids will be classified into the following groups:

- (i) Group A: Bids offered by domestic bidders; and
- (ii) Group B: all other Bids.

For the purpose of evaluation and comparison of Bids only, an amount equal to 10 percent of the evaluated bid prices determined in accordance with Clause 29.2(a), (b), (d) and (e), will be added to all Bids classified in Group B.

<sup>27</sup> Delete if bid securing declaration option is selected under 16.1

<sup>28</sup> Insert only if pre-bid meeting will be conveyed

<sup>29</sup> Allow sufficient time to circulate the minutes of the pre-bid meeting and the bidders to consider the contents of the minutes in preparation of the bid

<sup>30</sup> Shall be same as Invitation to Bid.

<sup>31</sup> Shall be minimum of 21 days from the notice

<sup>32</sup> insert only if bidders are allowed to bid in foreign currencies under Clause 14.1

<sup>33</sup> insert only if foreign bidders are allowed to bid and source of funds is not World Bank or Asian Development Bank, if used, modify the qualification information under clause 4.1 to suit.



(31.1)<sup>34</sup>*If the Procurement is within the authority limit of a CAPC:*

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 Procurement Appeal Board at the address given below. Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given below shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer change the original contract award decision in favour of the bidder who has made such representation.

Address: The Secretary  
Appeal Board  
Presidential Secretariat  
Colombo

Cash Deposit: Rupees 50,000.00

*If the Procurement is within the authority limit of a MPC:*

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 change the original contract award decision in favour of the bidder who has made such representation.

Address : \_\_\_\_\_

Cash Deposit : Rs. 25,000.00

(34.0)

The amount of Performance Security is<sup>35</sup> \_\_\_\_ of the Initial Contract Price.

(36.0)<sup>36</sup>

The Adjudicator proposed by the Employer is \_\_\_\_\_

*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.*

<sup>34</sup> Delete for DPC, PPC and RPC; For CAPC and MPC select appropriately

<sup>35</sup> Generally 5%

<sup>36</sup> insert name and address



**Contract Data <sup>37</sup>**

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

(1.1) The Employer is  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Name of Authorized Representative : \_\_\_\_\_

(1.1) The Engineer is  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Name of Engineer's Representative : \_\_\_\_\_  
 \_\_\_\_\_

(1.1) The Works consists of \_\_\_\_\_  
 \_\_\_\_\_

*(Brief summary, including name, identification number, relationship to other contracts under the Project)*

(1.1) The Site is located at \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(1.1) The Start Date shall be \_\_\_\_ Days<sup>38</sup> from the Letter of Acceptance.

(2.3)<sup>39</sup> The following documents also form part of the Contract:

1. \_\_\_\_\_
2. \_\_\_\_\_

(8.1) Schedule of other contractors<sup>40</sup>:

Name	Period
_____	_____
_____	_____
_____	_____
_____	_____

<sup>37</sup> The relevant information shall be filled by the Procuring Entity before issuing the bidding document

<sup>38</sup> Depends on the complexity of the Contract; 14, 21 or 28 Days may be appropriate

<sup>39</sup> Insert if required **only**

<sup>40</sup> If other contractors are not engaged state "None"

(9.1) Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined,

(a) Technical

\_\_\_\_\_  
\_\_\_\_\_

(b) Manager

\_\_\_\_\_  
\_\_\_\_\_

(13.1) The minimum insurance covers shall be :

(a) • The minimum cover for insurance of the Works and of Plant and Materials is<sup>41</sup> \_\_\_\_\_

• The maximum deductible for insurance of the Works and of Plant and Materials is<sup>42</sup> \_\_\_\_\_

(b) • The minimum cover for loss or damage to Equipment is<sup>43</sup> \_\_\_\_\_

• The maximum deductible for insurance of Equipment is<sup>44</sup> \_\_\_\_\_

(c) • The minimum cover for insurance of other property (other than the Site) is \_\_\_\_\_

(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 \_\_\_\_\_ per event

(13.2) (a) The minimum cover for personal injury or death,

• for the Contractor's workmen is \_\_\_\_\_ per event

• Contractor's employees other than workmen is \_\_\_\_\_ per event

(17.1) The Intended Completion Date for the whole of Works shall be<sup>45</sup>

\_\_\_\_\_

(21.1) The Site Possession Date shall be<sup>46</sup> \_\_\_\_\_ Days from Letter of Acceptance.

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

<sup>41</sup> Generally 110% of Initial Contract Price

<sup>42</sup> Generally 5% of Initial Contract Price

<sup>43</sup> Depending on the type of equipment to cover the replacement cost

<sup>44</sup> May be 5% of the minimum cover for equipment

<sup>45</sup> If different dates are specified for completion of the Works by section ("sectional completion"), these dates should be listed

<sup>46</sup> Shall be a date prior to Start date



- (27.3) The period between Programme update is<sup>47</sup> \_\_\_\_\_
- (27.4) The amount to be withheld for late submission of a Programme is Rupees<sup>48</sup> \_\_\_\_\_
- (35.1) The Defects Liability Period is \_\_\_\_\_ Days.
- (39.2) Engineer may order variations up to a total cumulative value of not exceeding Rs. \_\_\_\_\_<sup>49</sup>
- (44.1)<sup>50</sup> The following events shall also be Compensation Events:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
- (46.1) The exchange rate used for calculating the amounts to be paid in currencies other than Sri Lankan Rupees<sup>51</sup> is \_\_\_\_\_
- (47.1) The Contract Price is / is not subjected to price adjustment<sup>52</sup>

Weightings of Inputs

Indices No.	Input Name	Input Percentage
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
Total		90%

Non adjustable element shall be:

BOQ Item Numbers : ....., ....., ....., ....., ....., ....., ....., .....

- (48.1) The retention from each payment shall be<sup>53</sup> \_\_\_\_\_ percent of the certified work done.
- The limit of retention shall be<sup>54</sup> \_\_\_\_\_ percent of the Initial Contract Price.



<sup>47</sup> Monthly, quarterly  
<sup>48</sup> Generally an amount equivalent to 2% of the Initial Contract Price  
<sup>49</sup> Insert the contingency sum in the latest TCE  
<sup>50</sup> if required only  
<sup>51</sup> Generally based on the selling rate of conversion determined by the Central Bank as at 28 Days prior to the date of closing of Bids.  
<sup>52</sup> Delete if price adjustment is applicable  
<sup>53</sup> Generally 10%  
<sup>54</sup> Generally 5%

- (49.1) The liquidated damages for the whole of the Works shall be<sup>55</sup> \_\_\_\_\_ per Day.
- (50.1) The maximum amount of liquidated damages for the whole of the Works shall be<sup>56</sup> \_\_\_\_\_ percent of the Initial Contract Price
- (52.1) The Performance Security shall be<sup>57</sup> \_\_\_\_\_ percent of the Initial Contract Price.
- (58.1) Schedule of operating and maintenance manuals.
- (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<sup>58</sup> \_\_\_\_\_.

SPECIMEN



<sup>55</sup> Depends on the urgency of the project. Generally 0.05 % of the Initial Contract Price may be appropriate

<sup>56</sup> Generally 10%

<sup>57</sup> Generally 5% of Initial Contract Price

<sup>58</sup> Generally 25% of Initial Contract Price



**Section - 6**  
**SPECIFICATIONS**

## Section - 6 SPECIFICATIONS

### *Notes for preparing Specifications*

*These notes are intended only as information for the Employer or the person drafting the bidding documents. They should **not** be included in the final bidding documents.*

A set of precise and clear specifications is a pre-requisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

For drafting specifications the Employers are advised to use the following standard specifications published by ICTAD.

- \* SCA/3/1 - Irrigation & Land Drainage
- \* SCA/3/2 - Water Supply Sewerage & Storm Water Drainage
- \* SCA/3/3 - Reclamation Works
- \* SCA/3/4 - Ground Water Exploration & Exploitation
- \* SCA/4 - Building Works (Vol I) ✓
- \* SCA/4/II - Building Works (Vol II)
- \* SCA/5 - Roads & Bridges
- \* SCA/6 - Coastal Harbour Engineering Works
- \* SCA/8 - Electrical & Mechanical Works
- \* ICTAD/DEV/16 - Board & Cast In-Situ Reinforced Concrete Piles
- \* ICTAD/DEV/17 - Site Investigation for Building Works & Sample Bill of Quantities
- \* Any other Standard Specifications approved by the Government



## Section - 7

# BILLS OF QUANTITIES

*Notes : In preparation of the bidding document the users are advised to;*

- (1) Include appropriate Preliminary Bill items as Bill No. 01 in accordance with ICTAD Publication No. ICTAD/ID/04.*
- (2) Allow provision for the bidders to include the VAT Component separately and instruct them not to carry the VAT component to the Form of Bid.*
- (3) Advise the bidders that any discount offered will not be considered for Provisional Sum Items.*



**Section - 8**  
**DRAWINGS**

*Note:*

*Insert here a list of Drawings*



**Section - 9**  
**STANDARD FORMS [BID]**

- *Bid Security*
- *Bid Securing Declaration*

**Note :**

*The bidders are advised to use the information printed in blue in this volume as a check list when submitting the bid. However, it is the responsibility of the bidders to comply with all the requirements given in the bidding document. Failure to non compliance with any of them may be a reason for rejection of the Bid.*

**Notes on Standard Forms:**

- *Bidders shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of the bidding documents.*
- *Bidders should not complete the Form of Agreement at the time of preparation 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 submission 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 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:** -----

*[insert (by PE) name<sup>59</sup> and address of Employer]*

**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]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. ----- *[insert IFB number]* ("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 ----- *[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 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; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) 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 the successful bidder, upon the earlier of (i) the successful bidder furnishing the performance security, otherwise it will remain in force up to ----- *(insert date<sup>60</sup>)*

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

-----  
*[signature(s) of authorized representative(s)]*

<sup>59</sup> Name of the Employer as given in Sub-Clause 1.1 of the Instructions to Bidders

<sup>60</sup> Insert date in accordance with Sub-Clause 16 of Instruction to Bidders

## FORM OF BID SECURING DECLARATION

*[If required, the Bidder shall fill in this form in accordance with the instructions indicated in brackets: \* delete as appropriate]*

Name of contract ----- *[insert name by PE]*

Contract Identification N<sup>o</sup>: ----- *[insert number by PE]*

Invitation for Bid No.: ----- *[insert number by PE]*

To: ----- *[insert the name of the Employer preferably PE to fill before issuing the bidding document]*

I/We\*, the undersigned, declare that:

1. I/We\* understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;
2. I/We\* accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of three years starting on the latest date set for closing of bids of this bid, if I/We:
  - (a) withdraw our Bid during the period of bid validity specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. I/We\* understand if we are not the successful bidder, this bid securing declaration shall expire upon the earlier of (i) the successful bidder furnishing the performance security; or (ii) twenty-eight days after the expiration of the validity of the bid.

Signed *[insert signature(s) of authorized representative]*

In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*



## Check List for Bidders

Bidders are advised to fill the following table:

ITEM	ITB Clause	YES (tick)	REFERENCE
<b>Form of Bid</b>			
Addressed to the Employer ?	18		
Completed ?	18		
Signed ?	18		
<b>Bid Securing Declaration Form (if required)</b>			
Properly filled and signed	16		
<b>Bid Security (if required)</b>			
Addressed to the Employer ?	16		
Format as required?	16		
Issuing Agency as specified?	16		
Amount as requested?	16		
Validity <b>28 days beyond</b> the validity of Bid?	16		
<b>Qualification Information</b>			
All relevant information completed ?	4		
Signed?	4		
<b>Addendum</b>			
Contents of the addendum (if any) taken in to account ?	10		
<b>BID package</b>			
All the documents given in ITB Clause 12 enclosed in the original and copy ?	12		
ITB Clause 19 followed before Sealing the Bid Package ?	19		