

**Democratic Socialist Republic of Sri Lanka  
Ministry of Agriculture, Rural Economic Affairs, Livestock  
Development, Irrigation and Fisheries & Aquatic Resources  
Development.**



**Climate Resilience Improvement Project (CRIP)  
Project Implementation Unit (PIU)  
Provincial Road Development Department,  
Uva Provincial Council.**

**BIDDING DOCUMENT  
For  
Land slide Mitigation Works of  
Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-  
Kolongaspitiya Road (Ch.7+700)  
Drainage Improvement works of  
Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road  
(Ch.0+000to 13+500)  
Contract No: CRIPAF/WORKS/UP/NCB/411**

**May 2019**

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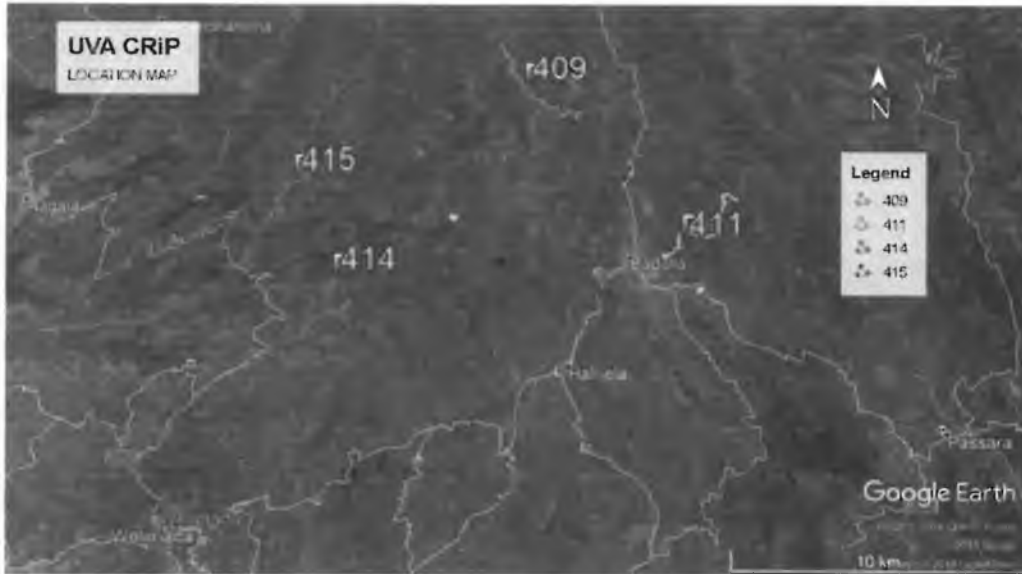
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**CRIP/AF/WORKS/UP/NCB/411**



## **INTRODUCTION**

This Bidding Document has two parts, namely, Volume 1 and Volume 2.

The bidders are expected to buy the following Standard Bidding Document from the Construction Industry Development Authority (CIDA): -

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS MAJOR CONTRACTS  
SECOND EDITION – JANUARY 2007 with addendum issued in October 2009 by ICTAD  
ICTAD PUBLICATION NO – ICTAD/SBD/02

This Bidding Document shall be read in conjunction with the above Standard Bidding Document.

The Address of CIDA is

Construction Industry Development Authority 'Savsiripaya' 123, Wijerama Mawatha, Colombo-07

VOLUME – 1

**VOLUME - 1**

**Consists of:**

- |                  |                                  |
|------------------|----------------------------------|
| <b>Section 1</b> | <b>Instructions to Bidders</b>   |
| <b>Section 3</b> | <b>Conditions of Contract</b>    |
| <b>Section 5</b> | <b>Standard Forms (Contract)</b> |

## SECTION - 1

### INSTRUCTIONS TO BIDDERS

The text of this ‘Instructions to Bidders’ is found in the “Standard Bidding Document Procurement of Works Major Contracts”, ICTAD Publication No. ICTAD/SBD/02 – Second Edition – January 2007 with **addendum issued in October 2009 by ICTAD**.

This publication is copyright and bidders, if they do not already possess a copy, may obtain it from:

Construction Industry Development Authority  
‘Savsiripaya’  
123, Wijerama Mawatha  
Colombo-07

This has to be read in conjunction with Section 2 – ‘Bidding Data’ of this Bidding Document. Wherever the Clauses of the Section 1 – ‘Instruction to Bidders’ have to be modified and/or supplemented, it is done through the text in the Section 2 – ‘Bidding Data’.

## SECTION - 3

### CONDITIONS OF CONTRACT

The text of this 'Conditions of Contract' is found in the "Standard Bidding Document Procurement of Works Major Contracts", ICTAD Publication No. ICTAD/SBD/02 – Second Edition – January 2007 with **addendum issued in October 2009 by ICTAD**.

This publication is copyright and bidders, if they do not already possess a copy, may obtain it from:

Construction Industry Development Authority  
'Savsiripaya'  
123, Wijerama Mawatha  
Colombo-07

This has to be read in conjunction with Section 4 – 'Contract Data' of this Bidding Document. Wherever the Clauses of the Section 3 – 'Conditions of Contract Bidders' have to be modified and/or supplemented, it is done through the text in the Section 4 – 'Contract Data'.

**SECTION - 5**  
**STANDARD FORMS (CONTRACT)**

- Form No. 01 : Letter of Acceptance
- Form No. 02 : Performance Security
- Form No. 03 : Form of Agreement
- Form No. 04 : Advance Payment Security
- Form No. 05 : Retention Money Guarantee



**FORM No 01: LETTER OF ACCEPTANCE**

**[Letter head paper of the Employer]**

\_\_\_\_\_ **[ Date]**

\_\_\_\_\_ **[Contractor's Name & Address]**

This is to notify you that your bid dated ..... for the “Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700) & Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)” under Contract No: CRIP/AF/WORKS/UP/NCB/411 for the Contract Price of Rupees .....as corrected in accordance with Instruction to Bidders is hereby accepted.

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

The commencement Date shall be .....

The amount of Performance Security is .....

The Performance Security shall be submitted on or before .....

**The Chief Secretary,  
Uva Provincial Council,  
Kings Street,  
Badulla.**

**FORM No 02: PERFORMANCE SECURITY**  
**(Unconditional)**

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

**Beneficiary:** The Chief Secretary of Uva Provincial Council (hereinafter called and referred to as "the Employer") Uva Provincial Council, Kings Street, Badulla.

**Date:** .....

**PERFORMANCE GUARANTEE No.:** .....

We have been informed that ..... [name of Contractor]  
(hereinafter called, "the Contractor") has entered into Contract No. CRIP/AF/WORKS/UP/NCB/411 dated ..... with you, for "Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700) & Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)" (hereinafter called "the Contract").

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

At the request of the Contractor, we ..... [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... [amount in figures] (.....) [amount in words], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... day of .....2019. [28 days beyond the time for Completion] and any demand for payment under it must be received by us at this office on or before that date.

Signature and the Seal of the Agency:

Name of the Organization .....

Designation .....

Date: .....

Witness:

Name ..... NIC No ..... Signature .....

Name ..... NIC No ..... Signature .....

**FORM No 03: FORM OF AGREEMENT**

This Agreement made on the .....[*day*] of .....[*Month*] 2019, between the Chief Secretary, Uva Provincial Council, situated at Kings Street, Badulla, (hereinafter called and referred to as “the Employer”), of the one part, and .....[*name and address of Contractor*] (hereinafter called and referred to as “the Contractor”), of the other part:

**Whereas** the Employer desires that the Contractor “Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700) & Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)” under Contract No: CRIP/AF/WORKS/UP/NCB/411 (hereinafter called and referred to as “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

**The Employer and the Contractor agree as follows:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, 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 remedying any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed on the day and year aforementioned in accordance with laws of Sri Lanka.

.....

.....

Name: .....

**The Chief Secretary,**  
Uva Provincial Council.

Authorised Signatory of Contractor

Authorised Signatory of Employer

Common Seal

In the presence of Witness:

.....

Name .....

NIC No.....

Address.....

Common Seal

In the presence of Witness:

.....

Name .....

NIC No.....

Address.....

**FORM NO. 04: ADVANCE PAYMENT SECURITY**

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

**Beneficiary:** The Chief Secretary of Uva Provincial Council (hereinafter called and referred to as “the Employer”) Kings Street, Badulla.

**Date:** .....

**ADVANCE PAYMENT GUARANTEE No.:**.....

We have been informed that ..... [name of Contractor] (hereinafter called, “the Contractor”) has entered into Contract No. CRIP/AF/WORKS/UP/NCB/411 dated.....2019, with you, for the execute “Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700) & Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)””(hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum .....[amount in figures] ( .....) [Amount in words] is to be made against an advance payment guarantee.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on .....[insert the date, 28 days beyond the Time for Completion]

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

Signature and the Seal of the Agency:

Name of the Organization .....

Designation .....

Date: .....

Witness:

Name ..... NIC No ..... Signature .....

Name ..... NIC No ..... Signature .....

**FORM NO. 05: RETENTION MONEY GUARANTEE**

\_\_\_\_\_ (Issuing Agency’s Name and Address of Issuing Branch or Office) \_\_\_\_\_

**Beneficiary:** The Chief Secretary, Uva Provincial Council

Date:-----

**RETENTION MONEY GUARANTEE No.:**-----

we have been informed that -----(name of Contractor) (hereinafter called “the Contractor”) had entered into Contract No. CRIP/AF/WORKS/UP/NCB/411 dated .....2019, with you, for the execution of “Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700) & Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)” (hereinafter called “the Contract”)

Furthermore, we understand that, according to the Conditions of Contract, when the works have been 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) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

The guarantee shall expire, at the latest,----- (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 and the Seal of the Agency:

Name of the Organization .....

Designation .....

Date: .....

Witness:

Name ..... NIC No ..... Signature ..... Name

..... NIC No ..... Signature .....

## **VOLUME - 2**

### **Consists of:**

Invitation for Bids

Section 2	Bidding Data
Section 4	Contract Data
Section 6	Specifications
Section 7	Form of Bid
Section 8	Bills of Quantities
Section 9	Schedules
Section 11	Standard Forms (Bid)
Section 10	Drawings

# UVA PROVINCIAL COUNCIL

GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
RECTIFICATION OF UNSTABLE SLOPES AND IMPROVEMENT OF  
DRAINAGES SYSTEM OF SELECTED ROADS IN UVA PROVINCE



## CLIMATE RESILIENCE IMPROVEMENT PROJECT (CRIP-AF)

### INVITATION FOR BIDS (IFB)

**Credit No. 5768-LK**

1. The Government of Sri Lanka has applied for financing from the (Climatic Resilient Improvement Project (CRIP-AF) toward the cost of the investigation, design & construction supervision of rectification of unstable slopes and ground subsidence, and intends to apply part of the proceeds toward payments under the following contracts:

Package	Description	Locations
CRIP/AF/WORKS/UP/NCB/409	Land slide Mitigation Works Medithale - Pathanawatta - Thennpanguwa - Kiriwehara Road in Badulla District	Ch. 3+050 Ch. 7+800 Ch. 15+800 Ch. 15+900
CRIP/AF/WORKS/UP/NCB/411	Land slide Mitigation works Badulla-Kuttiyagolla-Kahataruppa - Ilupathuthenna - Kolongaspitiya Road in Badulla District Drainage Improvements works Badulla - Kuttiyagolla - Kahataruppa - Ilupathuthenna-Kolongaspitiya Road in Badulla District	Ch. 7+700  Ch. 0+000 to 13+500
CRIP/AF/WORKS/UP/NCB/414	Land slide Mitigation Works Kottagoda-Podumilla- Adiyarawatta - Yalagamuwa Road in Badulla District	Ch. 1+140 Ch. 4+200 Ch. 4+500 Ch. 5+400 Ch. 5+700 Ch. 9+150 Ch. 9+900
CRIP/AF/WORKS/UP/NCB/415	Land slide Mitigation Works Kottagoda-Podumilla- Adiyarawatta - Yalagamuwa Road in Badulla District	Ch. 14+700 Ch. 14+850 Ch. 20+400 Ch. 20+700

2. The Chairman, Ministry Procurement Committee on behalf of UVA Provincial Council now invites sealed Bids from eligible Bidders for above works. Construction period shall be **300 calendar days** for each of the above packages 409, 414 & 415 and **210 calendar days** for above package 411. The defects liability period shall be **365 calendar days** after completion of construction works.

To be eligible for contract award, the successful Bidders shall not have been blacklisted and shall meet the following requirements.

- Bidders should have been registered and hold a valid registration in the Construction Industry Development Authority (CIDA/ICTAD) (previously known as ICTAD) – **Grade C3 or above with previous experiences on landslide mitigation or Grade SP1 under Soil nailing & slope Stabilization.**
- Only eligible Bidders with the following key qualifications should participate in this bidding:
- Bidder should be registered under **The Public Contract Act No. 03 of 1987.**
- Financial Qualification**

Item	Key Qualification Requirement	Package 409 (LKR Million)	Package 411 (LKR Million)	Package 414 (LKR Million)	Package 415 (LKR Million)
i	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract(s) net of the Bidder's other commitments	50	90	60	30
ii	Minimum Average annual volume of construction work performed in last five years shall be at least	325	540	345	200

- iii The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments;
- iv The audited balance sheets or other financial statements acceptable to the Employer, for the last 05 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability;

3. Bids will be conducted through National Competitive bidding procedure.

4. Interested eligible Bidders may obtain further information from Deputy Project Director – UVA-CRIP. (Tele: 055 2225484 Fax: 055 2225486 email: [crippiuuva@gmail.com](mailto:crippiuuva@gmail.com)) and inspect the Bidding document during office hours of 0900 to 1500 hrs at the address Deputy Project Director, Project Implementation Unit (UVA), Climate Resilience Improvement Project, No. 292/1, 1/1, Second Floor, Keppetipola Road, Badulla during working days or on the web [www.crip.lk](http://www.crip.lk)

5. A complete set of Bidding Documents in English language shall be purchased by interested bidders on submission of a written application to the Deputy Project Director, Project Implementation Unit (UVA), Climate Resilience Improvement Project, No. 292/1, 1/1, Second Floor, Keppetipola Road, Badulla from 17<sup>th</sup> May 2019 to 07<sup>th</sup> June 2019 and upon payment of a non-refundable fee as given table below. The method of payment will be by cash to PIU (UVA).

Package Number	409	411	414	415
Non-Refundable Fees (LKR)	25,000.00	35,000.00	25,000.00	20,000.00

6. Bids shall be valid for 119 Days from the Bid Closing Date 07<sup>th</sup> June 2019.

7. Bids must be delivered in original and duplicate to the address Deputy Project Director, Project Implementation Unit (UVA), Climate Resilience Improvement Project, No. 292/1, 1/1, Second Floor, Keppetipola Road, Badulla on or before 14.00 hrs on 07th June 2019. Bids will be opened soon after the closing, in the presence of the bidders or their representatives who choose to attend. Electronic Bids will not be permitted. Late Bids will be rejected.

8. All Bids must be accompanied by a Bid Security as given in the table below issued by a bank recognized by the Central Bank of Sri Lanka accepted by the Employer with the format given in the bid document.

Package Number	409	411	414	415
Bid Security LKR Mn.	2.0	2.0	2.0	1.0

9. The Pre-Bid meeting will be held at 10.00 hrs on 28th May 2019 at the office of The Deputy Project Director, CRIP-UVA Project Implementation Unit, Uva Provincial Road Development Department, 292/1-1/1, 2nd Floor, Keppetipola Road, Badulla and a site visit will be arranged thereafter if necessary.

**Chairman,  
Ministry Procurement Committee,  
Chief Secretary,  
Uva Provincial Council, Badulla.**



## SECTION – 2

### BIDDING DATA

This Section shall be read in conjunction with Section 1- 'Instruction to Bidders', and is intended to provide specific information in relation to corresponding clauses in Section 1. Wherever there is a discrepancy, the provisions of Section-2-Bidding Data shall supersede those provided in the Section 1 – Instructions to Bidders.

The Clause numbers given in this Section correspond to the Clauses with the same numbers in the Section 1 – 'Instruction to Bidders'.

Whenever a Clause number appears in this Section, it means the information in the corresponding Clause in Section 1 is supplemented and/or modified according to the information in the Clause in Section 2.

If a Clause number does not appear in this Section, it means the Clause with the corresponding number in Section 1, remains unchanged.

## **BIDDING DATA**

### **Instructions to Bidders Clause Reference**

#### **1.1 EMPLOYER’S NAME AND ADDRESS**

Employer is the **Chief Secretary of Uva Provincial Council.**

Address of the Employer is **The Chief Secretary, Uva Provincial Council, Kings Street, Badulla.**

#### **SCOPE OF WORKS**

The Site is located at the chainage 7+700 of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya road. In this site the road trace has been collapsed due to a cutting failure. The scope of work of the contractor shall cover all slope stabilization works including site clearing, earth works, drainage construction, soil nailing and grassing.

**Project Contract No: CRIP/AF/WORKS/UP/NCB/411**

#### **1.2 TIME FOR COMPLETION**

The Time for Completion of the whole of the Works shall be **210 Days** from the Commencement Date.

#### **2.1 SOURCE OF FUNDS**

The source of funds is International Development Association (IDA).

#### **3 Add a new Sub-Clause 3.3 and Sub-Clause 3.4**

##### **Sub Clause 3.3**

A misrepresentation or omission of facts in order to influence the procurement process shall make the Bid non-responsive and if detected after the award, the bidder could be subjected to legal prosecution.

##### **Sub Clause 3.4**

The Bidders shall comply with the Bank Policy of ‘Corruption and Fraudulent Practice’ as included in Section 12 of the Bidding Document.

#### 4.1 QUALIFICATION INFORMATION

The following information shall be provided in Section – 9 – Schedules;

- CIDA registration  
Registration number .....
- Grade .....
- Specialty .....
- Expiry date .....
- If not VAT registered, self-declaration on VAT registration
- VAT registration number
- Construction Programme with critical path and cash flow forecast.
- Legal status of the bidder (sole proprietor, Partnership, Company etc.)
- Authentication signatory (written Power of Attorney)
- Total monetary value of construction work performed for each of the last five years.
- Experience in works of a similar nature and size for each of the last five years.
- Availability of Construction equipment.
- Availability of Staff
- Work plan and methods
- Information on current work in hand
- Rate Analysis for Basic Work Items

#### 4.2 Add following after the first paragraph;

“In the event, a bidder submits bids for more than one Contract and it becomes successful for more than one Contract (lowest substantially responsive), the Bidder shall establish the qualification / eligibility criteria required under each Contract separately, if not the Bidder will not be qualified for the award of more than one bid.”

**4.2(a)** The bidders shall have a valid registration in Construction Industry Development Authority **Grade C3** or above with land slide mitigation works experience, or SP1 under soil nailing & slope stabilization, on the date of closing of bids.

**4.2(b)** Average annual volume of construction work performed during last five years shall be at least **Rs. 540 million**.

**4.2(c)** The Bidder should have completed at least one similar project, the value of which should be at least **Rs. 140 million** during the 01<sup>st</sup> of January 2013 & bid submission deadline.

**4.2(d)** For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2013 and Application submission deadline, a minimum construction experience in the following key activities successfully completed:

- 1) Construction of Soil Nails/ Soil Anchoring and associated works 2000 m per year
- 2) Construction of Surface Drains 200 m per year
- 3) Construction of horizontal Drains 400 m per year

4) Construction of U Drain - 2000 m per year

**4.2(d) ESSENTIAL EQUIPMENT**

Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment shall be ,

REFERENCE ONLY

	Equipment Type and Characteristics	Minimum Number required
i	Soil Nailing drilling machine with Compressor having capacity minimum 320 cfm and 6 bars and other required accessories(Ability to drill up to minimum 30 m length through all type of soil/Rock)	02
ii	Grouting machine with pump and relevant accessories having capacity minimum of 5 bars and Generator having capacity min 50 k VA	01
iii	Crawler mounted long arm Excavator (average cutting elevation 30m)	01

#### 4.2 (f). LIQUID ASSETS AND / OR CREDIT FACILITIES REQUIRED

The minimum amount of liquid assets available shall be Rupees **90 million**.

The minimum amount of liquid assets available is calculated as follows.

$$X = (A - L) - 0.1 W + C$$

Where,

X = Minimum amount of liquid assets available,

A = Current assets as given in the latest audited financial statements,

L = Current liabilities as given in the latest audited financial statements,

W = Outstanding contractual commitments as supported by an affidavit as per Form No. 06,

C = Project specific revolving line of credit given by a bank as per Form No. 07

#### ONE BID PER BIDDER

Delete “, either by himself, or as a partner in a joint venture” in first paragraph and read out as “Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will be disqualified.”

## CLARIFICATION OF BIDDING DOCUMENTS

Employer’s address for clarification of bidding documents is.

**The Deputy Project Director,  
CRIP-UVA Project Implementation Unit,  
Uva Provincial Road Development Department,  
292/1-1/1, 2<sup>nd</sup> Floor,  
Keppetipola Road,  
Badulla.**

**Tele: 055-2225484, Fax No. 055-222548.**

## ADJUSTMENT FOR CHANGE IN COST

The contract is subjected to price adjustments.

### **16.1 Period of Bid validity:**

The Bid shall be valid for 119 Calendar Days from the closing date of the Bid.  
(From 07<sup>th</sup> June 2019 to 03<sup>rd</sup> October 2019)

**17.1 Amount of Bid security:**

The amount of Bid Security is Sri Lanka Rupees **2,000,000.00**

**17.2 Validity of Bid Security**

The Bid Security shall be valid up to 28 Calendar Days beyond the validity of the Bid. The form of Bid Security shall be strictly in the format given in the Bidding Document.(shall be valid until 31<sup>st</sup> October 2019)

Any unconditional bond/security issued by a bank operating in Sri Lanka, registered in the Central bank of Sri Lanka is acceptable.as in the format given in Section 09.

**18. ALTERNATIVE PROPOSALS BY BIDDERS**

Delete entire Clause and substitute with the following: -

“Bidders are not allowed to submit alternative proposals”

**19.1 PRE – BID MEETING**

Pre-bid meeting will be held at **10.00 Hrs on 28<sup>th</sup> May 2019, The Deputy Project Director, CRIP-UVA Project Implementation Unit, Uva Provincial Road Development Department, 292/1-1/1, 2<sup>nd</sup> Floor, Keppetipola Road, Badulla.**

**20.4 ADD NEW SUB CLAUSE 20.4**

All pages of the Bidding documents shall be signed by the bidder and his seal affixed.

**21.2 SUBMISSION OF BID**

**21.2(a)** Employer’s address for the purpose of bid submission is ;

**The Chairman,  
Project Procurement Committee,  
C/o, Deputy Project Director,  
Project Implementation Unit,(PRDD-UVA)  
Uva Provincial Road Development Department,  
292/1-1/1,  
2<sup>nd</sup> Floor,  
Keppetipola Road,  
Badulla**

**21.2(b) NAME AND IDENTIFICATION NUMBER OF CONTRACT**

The name of the Contract is “Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700) & Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)”  
Contract Number is CRIP/AF/WORKS/UP/NCB/411

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**22.1 DEADLINE FOR SUBMISSION OF BIDS**

The deadline for submission of bids is at 14:00 Hrs on **07<sup>th</sup> June 2019**.  
Any bid received after the deadline for submission of bid will be returned unopened to the bidder.

**25.1 BID OPENING**

The Bids shall be opened immediately after the deadline for submission of Bids, mentioned in sub-clause 22.1



### **32.1 Award**

The Employer will award the contract to the bidder whose Bid has been determined to be successful according to the following criteria;

In the event, a bidder submits bids for more than one Contract and it becomes successful for more than one Contract (lowest substantially responsive), the Bidder shall establish the qualification / eligibility criteria required under each Contract separately, if not the Bidder will not be qualified for the award of more than one bid.

The eligibility criteria for evaluation for other successful bids (when more than one bid will be successful) will be taken as joint projects and the capacities required as stipulated under Sub-Clause 4.2 of Instructions to Bidders will be taken together for evaluation purpose. The successful first Bids will be considered as liability of the Bidder for evaluation purposes.

The Employer will reserve the right to award only responsive bids selected based on the least cost combination of all Contracts which is beneficial and economical to the Employer.

After evaluation of Bids in accordance with the procedures described under Clauses 28, 29, 30 and 31, 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 Chief Secretary, Uva Provincial Council 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 an amount given below shall be made. The Chief Secretary may request the bidder who had made representation to submit further evidence during investigations. The cash deposit will be forfeited unless the Employer has changed the original contract award decision in favour of the bidder who has made such representation.

Address:

**The Chief Secretary,  
Uva Provincial Council,  
Kings Street,  
Badulla.**

Cash Deposit: Rupees 35,000/=

### **35.1 Amount of Performance Security**

The format of the security shall be strictly in accordance with the Form No. 02 given in Section 5.

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

**Any unconditional bank guarantee issued by registered bank in the Central bank of Sri Lanka is acceptable.**

## **SECTION - 4**

### **CONTRACT DATA**

This Section shall be read in conjunction with Section 3- ‘Conditions of Contract’, and is intended to provide specific information in relation to corresponding clauses in Section 3. Wherever there is a discrepancy the provisions of Section 4 – Contract Data shall supersede those provided in the Section 3 – Conditions of Contract.

The Clause numbers given in this Section correspond to the Clauses with the same numbers in the Section 2 – ‘Conditions of Contract’.

Whenever a Clause number appears in this Section, it means the information in the corresponding Clause in Section 3 is supplemented and/or modified according to the information in the Clause in Section 4.

If a Clause number does not appear in this Section, it means the Clause with the corresponding number in Section 3, remains unchanged.

**CONTRACT DATA**

<b>COC Clause Number/s</b>	
<b>1.1.2.2</b>	Employer's Name: The Chief Secretary, Uva Provincial Council  Employer's Address: Uva Provincial Council, Kings Street, Badulla.
<b>1.1.2.4</b>	The Engineer: The Director General, National Building Research Organisation, No.99/1, Jawtte Road, Colombo 05.
<b>1.1.3.3</b>	Time for Completion is <b>210 Days</b>
<b>1.1.3.7</b>	Replace with the following, The Defects Liability Period is 365 Days
<b>1.3(b)</b>	Employer's Address: Uva Provincial Council, Kings Street, Badulla.  Engineer's Address: No.99/1, Jawtte Road, Colombo 05.
<b>1.5</b>	Priority of Documents "The Specifications" shall give priority over "The Drawings" as follows (a) The Contract Agreement (if any) (b) Letter of Acceptance (c) Memorandum of Understanding (if any) (d) Form of Bid (e) The Contract Data (f) The Condition of Contract (g) The Drawings (h) The Specification (i) The Bill of Quantities and any other schedules or documents forming part of the contract
<b>2.1</b>	<b>Right to Access to the Site</b> 07 Days after the Letter of Acceptance

<p><b>3.1</b></p>	<p>The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub – Clauses of these Conditions.</p> <ul style="list-style-type: none"> <li>I. Sub Clause 13. 3 - Variation Procedure Ordering any variation, if the aggregate value of the total estimated value of the variations exceeds Rs. 8,000,000/= and individual estimated value of variation exceeds Rs. 1,000,000/=</li> <li>II. Sub Clause 4.4 - Subcontractors</li> <li>III. Sub Clause 5.0 - Nominated Subcontractors</li> <li>IV. Sub Clause 8.4 - Extension of Time for Completion</li> <li>V. Sub Clause 8.8 - Suspension of Work</li> <li>VI. Sub Clause 8.11 – Prolonged Suspension</li> <li>VII. Clause 10 - Employer’s Taking Over</li> <li>VIII. Sub Clause 11.3 – Extension of Defects Notification Period</li> <li>IX. Sub Clause 11.8 - Performance Certificate</li> </ul> <p>Notwithstanding any obligations set out elsewhere in this Contract to obtain approval from the Employer, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties or responsibilities under the Contract, instruct the Contractor to execute all such work or to do such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Initial Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p>
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<p><b>4.1</b></p>	<p><b>Contractor’s General Obligation</b> Delete words within the brackets in the first line of the 1st paragraph.</p>
<p><b>4.2</b></p>	<p><b>Performance Security</b></p> <p>Amount of Performance Security is 5% of the Initial Contract Price. The acceptable format of the Performance Security is given in this Bidding Document.</p> <p><b>Any unconditional bank guarantee issued by registered bank in the Central bank of Sri Lanka is acceptable.</b></p>
<p><b>6.4</b></p>	<p>Normal working hours will be 8.00 am to 5.00 pm on Monday to Friday and 8.00am to 1.00 pm on Saturdays.</p>
<p><b>6.8</b></p>	<p><b>Add the following at the end of Sub-Clause 6.8</b></p> <p><b>Contractor’s Key Personnel</b> The following mandatory key staff shall be available full time for the Project except design personnel. If the Contractor fails to provide below mentioned full time key staff, the Engineer shall time to time deduct Rupees 500,000.00 per person per month from any moneys due to the Contractor, until such staff will be assigned to the Project.</p> <p><b>i) Project Manager/ Contractor’s Representative (1 No)</b> Bachelor’s Degree in Civil Engineering or equivalent with Chartered/Corporate membership of a recognized professional institution/Postgraduate degree in Engineering. Minimum 10 years of post-qualification experience of which minimum 3 years in slope stability and landslide mitigation.</p> <p><b>ii) Geotechnical Engineer (1 No)</b> Bachelor’s Degree in Civil/Earth Resource Engineering with Associate membership of a recognized professional institution. Minimum 3 years of post-qualification experience of which minimum 01 years should be in slope stability and landslide mitigation.</p> <p><b>iii) Site Engineer(1 No)</b> Bachelor’s Degree in Civil Engineering with Associate membership of a recognized professional institution. Minimum 3 years of post-qualification experience of which minimum 01 years should be in slope stability and landslide mitigation.</p> <p><b>iv) Technical Officer(1 No)</b> NCT/NDES/NHDE in Civil with 1 year post-qualification experience in relevant field.</p> <p><b>v) Surveyor(1 No)</b> Bachelor’s Degree in Surveying from a recognized University or equivalent with minimum 1 year of post-qualification experience.</p>

	<p><b>vi) QA/QC Engineer(1 No)</b> Bachelor’s Degree in Civil Engineering with minimum 3 years of post-qualification experience of which minimum 01 years should be in slope stability and landslide mitigation.</p> <p><b>vii) Quantity Surveyor (1 No)</b> Bachelor’s Degree in Quantity Surveying with minimum 1 year of post-qualification experience or HNDE/NCT in Quantity Surveying with minimum 5 years of post-qualification experience.</p> <p><b>viii) Safety Officer(1 No)</b>  Bachelor’s Degree in Science with minimum 5 years of post-qualification experience in environmental &amp; social, health and safety field.</p> <p><b>ix) Environmental Officer(1 No)</b> Bachelor’s Degree in Science with minimum 2 years of post-qualification experience in environmental &amp; social, health and safety field.</p>
<b>8.1</b>	Delete the 1 <sup>st</sup> paragraph and substitute with “The Commencement Date shall be within 07 Days from the Letter of Acceptance.”
<b>8.7</b>	<p><b>Liquidated Damages</b></p> <p>The Liquidated Damages for the whole of the works shall be Rs <b>0.05% per day of initial Contract price</b> .</p> <p>The maximum amount of Liquidated Damages for the whole of the works shall be 10% (Ten Percent) of the Initial Contract Price.</p>
<b>12.2(b)</b>	The method of Measurement shall be as per the Contract.

<b>12.3(a)</b>	This Sub-Clause shall not applicable for the provisional quantities provided in the Bills of Quantities.																																																															
<b>13.4</b>	Percentage for adjustment of Provisional Sums As per Bills of Quantities																																																															
<b>13.7</b>	<p><b>Price Adjustment</b> Applicable</p> <p><b>Weightings of input of ICTAD price fluctuation formula</b></p> <table border="1" data-bbox="391 495 1500 1487"> <thead> <tr> <th colspan="2" data-bbox="391 495 1078 573">Input</th> <th data-bbox="1078 495 1500 573" rowspan="2">Percentage</th> </tr> <tr> <th data-bbox="391 573 475 645"></th> <th data-bbox="475 573 1078 645">Indices Reference</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 645 475 703">1</td> <td data-bbox="475 645 1078 703">High Tensile Steel wire</td> <td data-bbox="1078 645 1500 703">M40</td> <td data-bbox="391 703 475 761">25.23%</td> </tr> <tr> <td data-bbox="391 761 475 819">2</td> <td data-bbox="475 761 1078 819">Small Equipment</td> <td data-bbox="1078 761 1500 819">P1</td> <td data-bbox="391 819 475 878">18.56%</td> </tr> <tr> <td data-bbox="391 878 475 936">3</td> <td data-bbox="475 878 1078 936">Heavy Equipment</td> <td data-bbox="1078 878 1500 936">P2</td> <td data-bbox="391 936 475 994">9.70%</td> </tr> <tr> <td data-bbox="391 994 475 1052">4</td> <td data-bbox="475 994 1078 1052">Reinforcement Steel</td> <td data-bbox="1078 994 1500 1052">M13</td> <td data-bbox="391 1052 475 1111">9.15%</td> </tr> <tr> <td data-bbox="391 1111 475 1169">5</td> <td data-bbox="475 1111 1078 1169">Unskilled labour</td> <td data-bbox="1078 1111 1500 1169">L3</td> <td data-bbox="391 1169 475 1227">5.69%</td> </tr> <tr> <td data-bbox="391 1227 475 1285">6</td> <td data-bbox="475 1227 1078 1285">PVC</td> <td data-bbox="1078 1227 1500 1285">M20</td> <td data-bbox="391 1285 475 1344">5.00%</td> </tr> <tr> <td data-bbox="391 1344 475 1402">7</td> <td data-bbox="475 1344 1078 1402">Cement</td> <td data-bbox="1078 1344 1500 1402">M3</td> <td data-bbox="391 1402 475 1460">4.40%</td> </tr> <tr> <td data-bbox="391 1460 475 1518">8</td> <td data-bbox="475 1460 1078 1518">Semi-skilled labour</td> <td data-bbox="1078 1460 1500 1518">L2</td> <td data-bbox="391 1518 475 1576">3.23%</td> </tr> <tr> <td data-bbox="391 1576 475 1635">9</td> <td data-bbox="475 1576 1078 1635">Geo Textile</td> <td data-bbox="1078 1576 1500 1635">M54</td> <td data-bbox="391 1635 475 1693">2.58%</td> </tr> <tr> <td data-bbox="391 1693 475 1751">10</td> <td data-bbox="475 1693 1078 1751">Structural steel</td> <td data-bbox="1078 1693 1500 1751">M14</td> <td data-bbox="391 1751 475 1809">2.24%</td> </tr> <tr> <td data-bbox="391 1809 475 1868">11</td> <td data-bbox="475 1809 1078 1868">Skilled labour</td> <td data-bbox="1078 1809 1500 1868">L1</td> <td data-bbox="391 1868 475 1926">2.23%</td> </tr> <tr> <td data-bbox="391 1926 475 1984">12</td> <td data-bbox="475 1926 1078 1984">Metal</td> <td data-bbox="1078 1926 1500 1984">M7</td> <td data-bbox="391 1984 475 2042">1.01%</td> </tr> <tr> <td data-bbox="391 2042 475 2101">13</td> <td data-bbox="475 2042 1078 2101">Sand</td> <td data-bbox="1078 2042 1500 2101">M8</td> <td data-bbox="391 2101 475 2159">0.98%</td> </tr> <tr> <td data-bbox="391 2159 475 2217"></td> <td colspan="2" data-bbox="475 2159 1078 2217"></td> <td data-bbox="1078 2159 1500 2217"><b>90.00%</b></td> </tr> </tbody> </table> <p data-bbox="391 1525 1500 1818"><b>Non-adjustable Items</b></p> <ul data-bbox="391 1563 1500 1682" style="list-style-type: none"> <li>• General Preliminaries</li> <li>• Provisional Quantity &amp; Provisional Sums:</li> <li>• Contingencies.</li> </ul>			Input		Percentage		Indices Reference	1	High Tensile Steel wire	M40	25.23%	2	Small Equipment	P1	18.56%	3	Heavy Equipment	P2	9.70%	4	Reinforcement Steel	M13	9.15%	5	Unskilled labour	L3	5.69%	6	PVC	M20	5.00%	7	Cement	M3	4.40%	8	Semi-skilled labour	L2	3.23%	9	Geo Textile	M54	2.58%	10	Structural steel	M14	2.24%	11	Skilled labour	L1	2.23%	12	Metal	M7	1.01%	13	Sand	M8	0.98%				<b>90.00%</b>
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<b>14.2</b>	<p><b>Advance Payment</b></p> <p>A total Advance Payment of <b>20%</b> of the Initial Contract Price excluding Contingencies and Provisional Sums would be made as a single instalment. The advance payment will be released upon submission of;</p> <ol style="list-style-type: none"> <li>1. An advance payment security to an acceptable format</li> <li>2. Submission of Performance security to an acceptable format and</li> <li>3. Submission of all insurance policies in accordance with the Contract</li> </ol> <p>The advance payment security shall only be from a Bank registered in the Central Bank.</p>	
<b>14.3(c)</b>	Percentage of retention	10%
	Limit of Retention Money	5% of the Initial Contract Price
<b>14.5</b>	Minimum amount of Interim Payment Certificates	<b>2% of initial Contract price</b>
<b>18.2</b>	Third Party Insurance	<p>This amount of third party insurance;</p> <p>Per occurrence is Rs. 2,000,000. 00</p> <p>Per person is Rs. 2,000,000. 00</p> <p>Aggregate value is Rs. 10,000,000.00</p> <p>Number of occurrence is unlimited.</p>
<b>19.3</b>	Composition of Dispute Adjudication Board	Sole Adjudicator

<p><b>59.3.3</b></p> <p><b>60.1</b></p>	<p>Sub-clause 59.3 shall be substituted by the following</p> <p>If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 59.1 shall apply as if such expulsion had been made under Sub-Clause 59.5.</p> <p>Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed.</p> <p>For the purposes of this Sub-Clause:</p> <ol style="list-style-type: none"> <li>(i) “corrupt practice” “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions. is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice” a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. is any act or omission,</li> </ol>
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<p><b>63.7</b></p>	<p>including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii)“collusive practice” “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels. is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv)“coercive practice” a “party” refers to a participant in the procurement process or contract execution. is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa)deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb)acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 23.2.</p>
	<p>The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <b>25% of value of work not completed.</b></p> <p>The attendance fee payable to the Contractor on nominated sub-contract work shall not exceed 8%.</p>

**SECTION - 6**  
**SPECIFICATIONS**

# **SPECIFICATION**

## **Standard Specifications**

The Standard Specifications comprise 'Standard Specifications for Construction and Maintenance of Roads and Bridges' issued under the authority of the Director General of the Road Development Authority and published by the Institute of Construction Training and Development.

The ICTAD Publication No. of this publication is SCA/5 Second Edition –June 2009

Bidders who are not in possession of this publication can purchase it from the CIDA.

**\*\*\* Special Specifications Attached Separately.**

**SECTION - 7**

**FORM OF BID**

**FORM OF BID**

Name of Contract “Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700) & Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)”

Under Contract No: CRIP/AF/WORKS/UP/NCB/411

To: The Chief Secretary of Uva Provincial Council

Gentlemen:

1. Having examined the Standard Bidding Document – Procurement of Works – Major Contracts [ICTAD/SBD/02 – Second Edition, January 2007 with **addendum issued in October 2009 by ICTAD**], Specifications, Drawings, Bills of Quantities and Addenda (..... Nos) 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 Lanka rupees .....  
.....  
..... (Rs..... ) or such other sums as may be ascertained in accordance with the above documents.
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 soon as is reasonably possible after the receipt of the Engineer’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract data.
4. We agree to abide by this Bid until the date specified in ITB Clause 16-3<sup>rd</sup> October 2019 and it shall remain bidding upon us and may be accepted at any time before that date.
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 understand that you are not bound to accept the lowest or any bid you may receive.
7. We certify / confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

Dated this .....day of .....2019 in the capacity of

..... Duly authorized to sign bids for and on behalf of .....

Signature .....

Address .....

Witness : 1 Name..... Signature .....

2 Name ..... Signature .....

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

**SECTION - 8**  
**BILL OF QUANTITIES**

# **BILL OF QUANTITIES**

## **PREAMBLE**

1. The Bills of Quantities shall be read in conjunction with all parts of this entire Bidding Document; the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings and other supplementary information. Aforesaid documents shall be considered complementary and mutually explanatory subject to Clause 1.5 (priority of documents) of Conditions of the Contract.
2. The quantities given in the Bills of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The Contractor should not use the estimated quantities for the purposes of ordering materials.
3. The Bills of Quantities includes lump sums, unit prices and provisional sums. The lump sum price quoted shall be deemed to be full compensation at the completion of work items. Measurements of lump sum items for the Interim Payments shall be based on percentage completion of the work or milestones, as per the Contractor's proposed schedule of monthly payments, as approved by the Engineer.
4. Provisional Sums included and as designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.4 of Part 3: General Conditions.
5. The method of measurement of completed work for payment shall be in accordance with relevant method contained in the Specification (including, if applicable, any Special Provisions and/or other Specification Appendices).
6. The basis of payment will be on actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bills of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
7. The rates and prices included in the priced Bills of Quantities, unless otherwise provided under the Contract, shall include all Contractor's plant, equipment, labour, supervision, materials, transport, erection, temporary works, maintenance, testing, wastage, insurance, overheads, profit, taxes (excluding VAT, NBT, PAL and Customs Duties to the extent described in sub clauses 13.7 and 14.1 of Conditions of Contract), together with all general risks, liabilities and obligations set out or implied in the Contract.
8. Quantities shall be measured net from the drawing. No allowance for bulking, shrinkage, working space or wastage will be allowed.
9. The weight of steel reinforcement will be computed from drawings. The rate should allow for wastage, spacers, laps, chairs, hooks, bends, binding wire, etc.
10. The rates and prices shall be quoted entirely in Sri Lankan Rupee and Cents. The percentage for foreign currency requirements, included in said rates and prices, shall be as indicated in the Bidding data, in accordance with Instruction to Bidders, Clause 15.
11. A rate or price shall be entered against each item in the Bills of Quantities, whether quantities are stated or not. The cost of items against which the Contractor failed to enter a rate or price shall have deemed to be covered by other rates and prices entered in the Bills of Quantities.
12. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bills of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.



13. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bills of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bills of Quantities.

14. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 30 of the Instruction to Bidders.

15. Drains/ Catch pits and Inlets to be measured separately such as, excavation, formwork, reinforcement and concrete; relatively reference to the Sections 302, 605, 602 and 601 of Technical Specification.

16. The units of measurement shown in the Bill of Quantities are metric units. Abbreviations used are as follows:

<b>Unit</b>	<b>Abbreviation</b>	<b>Unit</b>	<b>Abbreviation</b>
Millimetre	mm	Metric Tonne	t
Linear Metre	m	Lump Sum	LS
Square Millimetre	mm <sup>2</sup> or sq.mm.	Provisional Sum	PS
Square Metre	m <sup>2</sup> or sq.m.	Number, Each	nr
Hectare	ha	Hour	hr
Cubic Metre	m <sup>3</sup> or cu.m.	Week	wk
Litre	ltr	Month	mth
Kilogram	kg	Vehicle-Month	veh-mth

17. The contingencies included in the Contract Price may be used by the Employer for approved payments to the Contractor for additional work for which payment is due to the Contractor arising out of the performance of the Contract. The Contractor shall have no entitlement to any contingency amount "per se".

## B. Daywork Schedule

### General

1. Reference should be made to Sub-Clause 13.5 of Part 3: General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules. These rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of day work, however, ***the amount of day works will not form a part of the Initial Contract Price, but will be considered in the Bids evaluation process.*** Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

### Daywork Labour

2. In calculating payments due to the Contractor for the execution of dayworks, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and are competent to perform such work will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect to the total time that labour is employed on daywork, calculated at the basic rates entered by it in the “SCHEDULE OF DAYWORK RATES: LABOUR”. The rates of labour shall be deemed to cover all costs to the Contractor including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with (Country of Borrower) law, as well as

Contractor’s profit, overheads, superintendence, liabilities and insurance and allowance to labour, timekeeping and clerical and office work, the use of consumable stores, water, lighting and power, the use of repair of staging, scaffolding, workshops and stores, portable power tools, manual plant and tools. Supervision by the Contractor’s staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

### Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed above), at the rates entered by him in the “SCHEDULE OF DAYWORK RATES: MATERIALS” and shall be deemed to include overhead charges and profit as follows:
  - a) The rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.
  - b) The cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

### Daywork Constructional Plant

5. The Contractor shall be entitled to payments in respect of Construction equipment employed on daywork at the basic rental rates entered by him in the “SCHEDULE OF DAYWORK RATES: CONTRACTOR’S PLANT”. The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on the Daywork Labour.

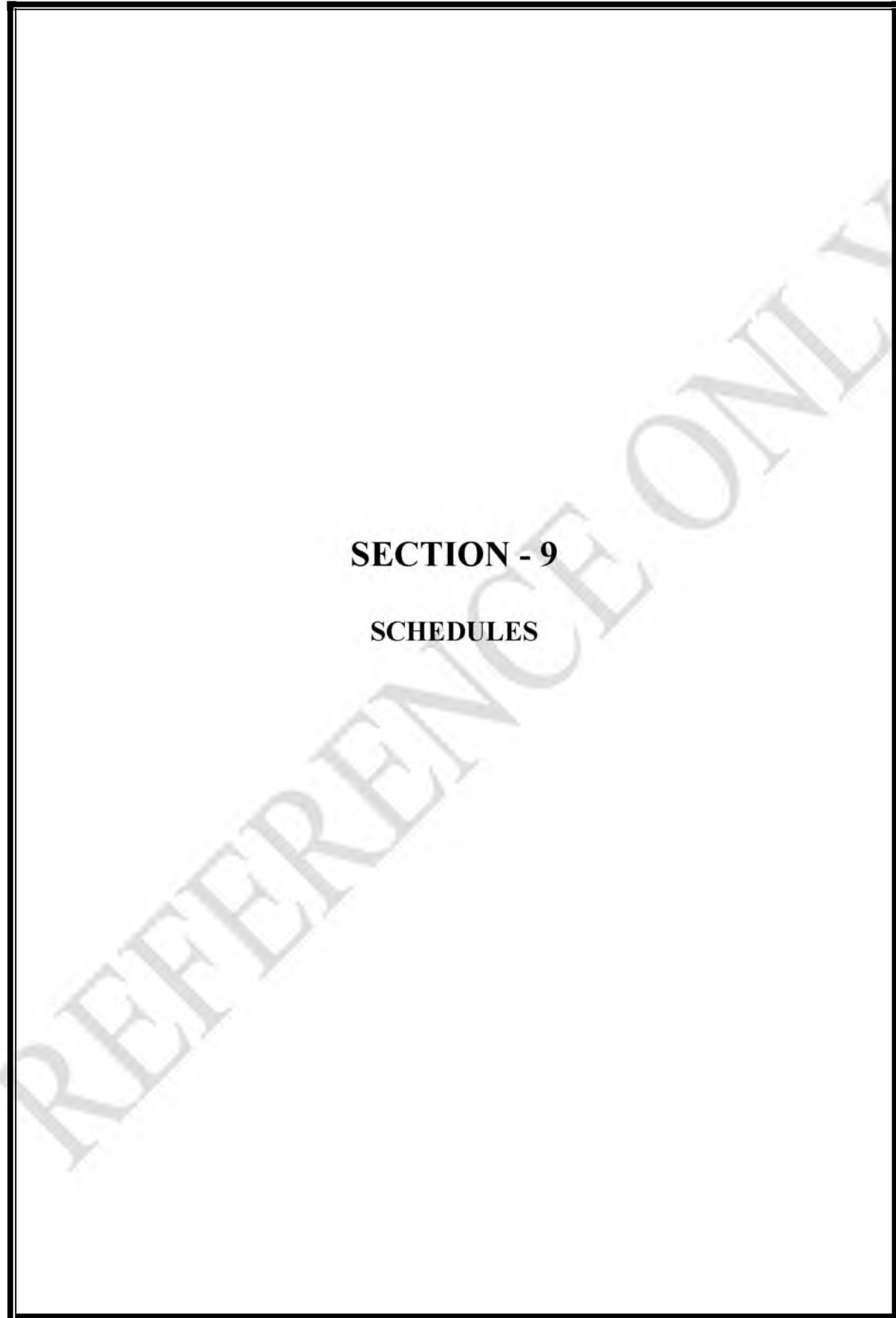
6. In calculating the payment due to the Contractor for Contractor’s Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the traveling time from the part of the Site where the Contractor’s Plant was located when ordered by the Engineer to be employed on day work and the time for return journey thereto shall be included for payment.
- 

REFERENCE ONLY

**BILL OF QUANTITIES**

**SECTION - 9**

**SCHEDULES**



**Schedule 1- General Information**

For Joint Venture partners, each partner shall furnish information separately

ITB CLAUSE REFERENCE	Description	Information To be filled by Bidder	Remarks
3.1	CIDA REGISTRATION		<b>Provide certified copies and label as attachment to Clause 3.1</b>
	Registration Number		
	Grade		
	Specialty		
	<b>EXPIRY DATE</b>		
	Number		
	Expiry Date		
<b>4.1(a)</b>	<b>Legal Status</b>		<b>Provide certified copies of registration</b>
	Written power of attorney to the signatory to the bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1(a)	

<b>Schedule 2 – Annual Turnover Information</b>		
<b>Year</b>	<b>Turnover</b>	<b>Remarks</b>
1		Attach audited reports and label as attachment to Clause 4.2
2		
3		
4		
5		

<b>Schedule 3 – Adequacy of Working Capital</b>		
<b>Source of Credit Line</b>	<b>Amount</b>	<b>Remarks</b>
		Provide documentary evidence and label as attachment to Clause 4.2
<b>Total</b>		

<b>Schedule 4 - Financial Data (As per Latest Audited Financial Statement)</b>		2017/2018 or latest
1	Current Assets	
2	Current Liabilities	
3	Working Capital(1-2)	
4	Works in hand	
5	Line of credit**	
6	Available Liquid Asset {3-(0.1)x4+5}*	

\* This amount shall be not less than the amount given in clause 4.2 of ITB.

\*\* Line of credit if provided shall strictly be as per Form No. 07 provided.

<b>Schedule 5 – Construction Experience in last five years</b>				
<b>Year</b>	<b>Employer</b>	<b>Description of Works</b>	<b>Amount</b>	<b>Contractors Responsibility (%)</b>

<b>Schedule 6 – Major Items of Construction Equipment Proposed</b>		
<b>Type</b>	<b>Capacity</b>	<b>Own, Lease or hire</b>

<b>Schedule 7 – Construction Management Staff</b>		
<b>A: Key Professional</b>		
<b>Name</b>	<b>Position</b>	<b>Task</b>
<b>B: Support Staff</b>		
<b>Name</b>	<b>Position</b>	<b>Task</b>



**Schedule 8 – Time Schedule for Key Staff**

		Months( in the form of a Bar Chart)												
														Number of Months
Name	Position	Activities	1	2	3	4	5	6	7	8	9			

Full Time:- \_\_\_\_\_ Part Time:.....

<b>Schedule 9 – work Programme</b>	(1 <sup>st</sup> , 2 <sup>nd</sup> etc. are months from the Start Date)										
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>		
	<b>Construction Activity</b>										

### Schedule 10 - Rate Analysis for Basic Work Items

Item

No:

Work Item :

Assumed Quantity for rate build-up:

HSR / BSR Items:

Mark-up :

**BOQ Qty :**

Date :

Price Code	Labour Component	Type	Unit	Quantity	Currency (Rs)		Remarks
					Rate	Amount	
L - 1							
L - 2							
Total Cost for Labour - A							

Price Code	Plant/Equipment Component	Type	Unit	Quantity	Currency (Rs)		Remarks
					Rate	Amount	
P - 1							
Total Cost for Plant/Equipment - B							

Price Code	Material Component	Type	Unit	Quantity	Currency (Rs)		Remarks
					Rate	Amount	
Total Cost for Material - C							

Price Code	Miscellaneous Cost Component	Type	Unit	Quantity	Currency (Rs)		Remarks
					Rate	Amount	
Total Cost for Miscellaneous - D							

	Estimated Direct Cost - E	(A+B+C+D)				
	Overheads and Profit - F	% of E				
	Total for cu.m. - G	(E+F)				
	<b>Unit Rate</b>	(G/Cu.m.)				
	<b>Unit Rate (Rounded to Nearest Rupee)</b>					

Rate Analysis for all item shall provide in the BOQ using format above.

REFERENCE ONLY

**SECTION – 10**  
**DRAWINGS (Bound Separately)**

**SECTION – 11**  
**STANDARD FORMS (BID)**

FORM NO. : Form of Bid Security

FORM NO. 06: Form for the Affidavit for the Current Contractual Commitments

FORM NO. 07: For Letter from the Bank for Granting of A Revolving Line of Credit

**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:** Chief Secretary of Uva Provincial Council, Sri Lanka.

**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 execute “Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700)& Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)”under Contract No: CRIP/AF/WORKS/UP/NCB/411

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

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

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

This Guarantee shall expire:

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

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

Signature and the Seal of the Guarantor:

Name of the Organization .....

Date: .....

Witness: .....

**FORMNO.06: FORM FOR THE AFFIDAVIT FOR THE CURRENT CONTRACTUAL COMMITMENTS**

Chief Secretary,  
Uva Provincial Council, Badulla.

In accordance with the Clause 4.2 of the Instructions to Bidders, I (We) declare that the outstanding Contract Commitments of ..... (Name of the Bidder (s)) is as follows. I (We) further declare that all the outstanding contract commitments are listed below.

Specialty	Name of the Contract	Name of the Client	Initial Contract Amount (Rs.)	Outstanding Work (Rs.)
Highways*				
Bridges*				
Buildings*				
Irrigation*				
# Others				
<b>Total</b>				

.....  
Signature of the Bidder

The foregoing Affidavit having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at .....[Place], on the..... 2019 [date]

.....  
Justice of The Peace

- \* Add additional rows to include all the current projects if needed
- # Add additional speciality to include all the current projects

Note – if does not provide all contract commitment shall be treated as non-responsive according to the clause 3.3 of ITB.



**FORM NO. 07: FOR LETTER FROM THE BANK FOR GRANTING  
OF A REVOLVING LINE OF CREDIT**

FROM : .....

.....

.....

.....

TO : The Chief Secretary,  
**Uva Provincial Council,**  
**Kings Street, Badulla.**  
Sri Lanka

SUB : Letter from the Bank for providing a line of credit in favour of (1) ..... in case of award to them of works for the Contract of execute “**Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road(Ch.7+700) & Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)**” Under contract No: CRIP/AF/WORKS/UP/NCB/411

Dear Sir,

We (2) .....bankers of (3) .....hereby agree to grant revolving line of credit for an amount of Sri Lankan Rupees..... For the purpose of the execution of the Civil Work Contracts under the Contract of “**Land slide Mitigation Works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.7+700)& Drainage Improvement works of Badulla-Kuttiyagolla-Kahataruppa-Ilupathuthenna-Kolongaspitiya Road (Ch.0+000 to 13+500)**” Contract No: CRIP/AF/WORKS/UP/NCB/411. This revolving line of credit will be maintained until the Works are taken over by the Uva Provincial Council.

Signature and the Seal of the Guarantor:

Name of the Organization .....

Date: .....

Witness: .....

**Notes**

- (1) Name of Beneficiary / Bidder
- (2) Name of Bank
- (3) Name of Beneficiary / Bidder

## **SECTION – 12**

### **Bank Policy – Corrupt and Fraudulent Practice**

## **“Fraud and Corruption**

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>01</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>02</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>03</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>04</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>05</sup>
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,<sup>06</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract;

and (ii) to be a nominated<sup>25</sup> sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;<sup>07</sup>

- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

<sup>01</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>02</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>03</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

<sup>04</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>05</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

<sup>06</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>07</sup>A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.