

**Government of the Democratic Socialist Republic of Sri Lanka**

**Ministry of Public Administration, Home Affairs,  
Provincial Councils & Local Government**

**Greater Colombo Water and Wastewater  
Management Improvement  
Investment Programme[GCWWMIIP]**

**Funded by an ADB Loan No: 3030-SRI(SF)**

## **BIDDING DOCUMENT**

**(Single Stage – Single Envelope)**

### **Volume 1 of 4**

**Condition Assessment and Urgent Repairs of Sewers  
Lot A – 89 km of Gravity Sewers with CCTV  
Lot B-8.2km of Force Mains with Special Device(SD)**

**within**

**Colombo Municipal Council Area**

**ICB Contract No: GCWWMIIP-P2/ADB/RQ/DSIDC/ICB-01/2019**

**July 2020**

# **Preface**

This Bidding Document for the Procurement of Works has been prepared by Greater Colombo Water and Wastewater Management Investment Improvement Programme and is based on the Standard Bidding Document for the Procurement of Works (SBD Works) issued by the Asian Development Bank dated December 2016.

ADB's SBD Works has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

# Table of Contents - Summary Description

## PART I BIDDING PROCEDURES

### Section 1 -Instructions to Bidders (ITB) ----- 1-1

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

Given in Volume 1

### Section 2 -Bid Data Sheet (BDS) ----- 2-1

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

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### Section 3 -Evaluation and Qualification Criteria (EQC) ----- 3-1

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

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### Section 4 -Bidding Forms (BDF) ----- 4-1

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Given in Volume 1 and Bills of Quantities Given in Volume 2.

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This section contains the list of eligible countries.

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## PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

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The general conditions shall be the Conditions of Contract for Construction, Multilateral Development Bank Harmonized Edition, June 2010, prepared by the Fédération Internationale des Ingénieurs-Conseil (FIDIC 2010 MDB version). These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).

Given in Volume 1

### Section 8 -Particular Conditions of Contract (PCC) ----- 8-1

This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Given in Volume 1

### Section 9 -Contract Forms (COF) ----- 9-1

This Section contains forms, which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Given in Volume 1

# Section 1 - Instructions to Bidders

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, evaluation of bids, and on the award of contract.

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# Section 1 - Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of the international competitive bidding (ICB) are provided in the BDS.
  - 1.2 Throughout this Bidding Document,
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) "day" means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
  - 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice" means 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;
      - (iii) "coercive practice" means 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;
      - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

- (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations; and
  - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provision stated in Subclauses 1.15 and 15.6 of the Conditions of Contract.

<sup>1</sup> Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one that either has been (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's prequalification application or the bid; or (ii) appointed by the Employer.

**4. Eligible Bidders**

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5 - or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all partners shall be jointly and severally liable; and
  - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)-(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
  - (f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract.
- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.



- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

**5. Eligible Materials, Equipment, and Services**

- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

**PART I Bidding Procedures**

- Section 1 - Instructions to Bidders (ITB)
- Section 2 - Bid Data Sheet (BDS)
- Section 3 - Evaluation and Qualification Criteria (EQC)
- Section 4 - Bidding Forms (BDF)
- Section 5 - Eligible Countries (ELC)

**PART II Requirements**

- Section 6 - Employer's Requirements (ERQ)

**PART III Conditions of Contract and Contract Forms**

- Section 7 - General Conditions of Contract (GCC)
- Section 8 - Particular Conditions of Contract (PCC)
- Section 9 - Contract Forms (COF)

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

**7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility 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.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.

- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;
  - (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and ITB 14;
  - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
  - (d) alternative Bids, if permissible, in accordance with ITB 13;
  - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (f) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
  - (g) Technical Proposal in accordance with ITB 16;
  - (h) any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.
- 12. Letter of Bid and Schedules** 12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.
- 13. Alternative Bids** 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

#### **14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against 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 rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings.

14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.

14.7 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 and prices and the total Bid Price submitted by the Bidder.

#### **15. Currencies of Bid and Payment**

15.1 The unit rates and the prices shall be quoted by the Bidder entirely in the currency specified in the BDS.

- 15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country and wishing to be paid accordingly may indicate up to three foreign currencies in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.4 The rates of exchange to be used by the Bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the deadline for submission of Bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the Bidder.
- 15.5 Foreign currency requirements indicated by the Bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for
- (a) expatriate staff and labor employed directly on the Works;
  - (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
  - (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
  - (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
  - (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
  - (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.
- 15.6 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB 15.3 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.
- 15.7 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Subclause 14.15 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.

**16. Documents  
Comprising the  
Technical  
Proposal**

- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents  
Establishing the  
Qualifications of  
the Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.

**18. Period of Validity  
of Bids**

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

**19. Bid Security / Bid-  
Securing  
Declaration**

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee,
- (b) an irrevocable letter of credit, or
- (c) a cashier's or certified check,

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 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 Letter of Bid, except as provided in ITB 18.2; or
- (b) if the successful Bidder fails to
  - (i) sign the Contract in accordance with ITB 40;
  - (ii) furnish a performance security in accordance with ITB 41;
  - (iii) accept the arithmetical correction of its Bid in accordance with ITB 31; or
  - (iv) furnish a domestic preference security if so required.

19.8 The Bid Security or Bid Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

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

20.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission and Opening of Bids**

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

21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing, and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original and all copies of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE," and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.

- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with BDS 22.1;
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION"; and
- (b) received by the Employer no later than the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

25.1 The Employer shall open the Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.



- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence of a bid security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Bid and Bill of Quantities are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at bid opening except for late Bids, in accordance with ITB 23.1.
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

### **27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or reservation.
- 29.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonmaterial Nonconformities**
- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

**31. Correction of Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.
- (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.

**32. Conversion to Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

**33. Margin of Preference**

33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

**34. Evaluation of Bids**

34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) adjustment for nonconformities in accordance with ITB 30.3; and
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

- 34.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 35. Comparison of Bids** 35.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 34.2.
- 36. Qualification of the Bidder** 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **F. Award of Contract**

- 38. Award Criteria** 38.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Notification of Award** 39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 39.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

- 39.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40. Signing of Contract**
- 40.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 40.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 41. Performance Security**
- 41.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 41.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

## Section 2 - Bid Data Sheet

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

### A. General

ITB 1.1	The number of the Invitation for Bids is: <b>No. GCWWMIP-P2 /ADB/RQ/DSIDC/ICB-01/2019</b>
ITB 1.1	The Employer is: <b>Secretary, Ministry of Public Administration, Home Affairs, Provincial Councils &amp; Local Government</b>
ITB 1.1	<p>The name of the international competitive bidding (ICB) is:</p> <p><b>Lot A - Condition Assessment and Urgent Repairs of 89 kilometres of Gravity Sewer Lines using CCTV within Colombo Municipal Council Area (District 3, District 4 and District 5)</b></p> <p><b>Lot B - Condition Assessment and Urgent Repairs of 8.2 kilometres of Force Sewer Mains Using SD within Colombo Municipal Council Area (District 2B and District 5)</b></p> <p>The identification number of the ICB is:</p> <p><b>No. GCWWMIP-P2 /ADB/RQ/DSIDC/ICB-01/2019</b></p> <p>The number and identification of Lots comprising this ICB is: <b>Lot A and Lot B</b></p>
ITB 2.1	The Borrower is: <b>The Democratic Socialist Republic of Sri Lanka</b>
ITB 2.1	The name of the Project is: <b>Greater Colombo Water and Wastewater Management Improvement Investment Programme</b>
ITB 4.8	<p>Add new Sub clause 4.8 as follows:</p> <p>Bidders shall be aware of the Sri Lanka Public Contracts Act No. 3 of 1987 - Sect 8, which states as follows:</p> <p><i>"Any person who acts as an agent or sub-agent, representative or nominee for or on behalf of any tenderer, shall register himself and such public contract in accordance with section 10 and shall furnish to the Registrar the particulars required to be furnished under section 6."</i></p>

### B. Contents of Bidding Documents

ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p><b>Project Director,</b>  <b>Greater Colombo Water and Wastewater Management Improvement Investment Programme ,</b>  <b>Millennium Centre,</b>  <b>86, Ananda Kumaraswamy Mawatha,</b>  <b>Colombo – 07, Sri Lanka</b>          Telephone: <b>+94-112665331</b>          Facsimile : <b>+ 94-112665330</b>          E-mail address: <b>pdgcwmp@slt.net.lk</b></p>
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<b>ITB 7.4</b>	<p>For clarifications purposes, a site visit would be conducted commencing at 9:30 hours on 31 July 2020, and a Pre-Bid meeting would be held commencing at 14:30 p.m. on the same day, at the address given in 7.1 above.</p> <p><b>Bidders are well advised to attend both these events.</b></p>
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### C. Preparation of Bids

<b>ITB 10.1</b>	The language of the Bid is: <b>English</b>
<b>ITB 11.1 (a)</b>	<p>Letter of Bid for each Lot should be prepared separately, using the respective format as given in Section 4 – Bidding Forms, based on the bid price arrived at in the Grand Summary of the corresponding Lot.</p> <p>Bidders bidding for both Lots shall submit Letter of Bid for each Lot separately as above, along with the combined Letter of Bid for both Lots as given in Bidding Forms.</p>
<b>ITB 11.1 (h)</b>	<p>1. Soft copy of the completed price schedules in EXCEL format.</p> <p>2. Registration (if applicable) under ITB 4.8 (In this Section 2)</p>
<b>ITB 12.1</b>	<p>Bidders bidding for Lot A only shall use the Bill-1(Lot A) and respective Grand Summary Sheet (Lot A), along with the Letter of Bid (Lot A) as given in Section 4.</p> <p>Bidders bidding for Lot B only shall use the Bill-1(Lot B) and respective Grand Summary Sheet (Lot B), along with the Letter of Bid (B) as given in Section 4.</p> <p>Bidders bidding for both Lot A + Lot B, shall submit all documents as above. <u>In addition</u> they shall submit the Bill-1(A+B) and respective Grand Summary Sheet (A+B), along with the Letter of Bid (Lot A+Lot B) as given in Section 4.</p> <p>The unit rates and amounts in figures entered into the Bill of Quantities and Daywork Schedule should be typewritten or if written by hand, must be in print form. Bill of Quantities and Daywork Schedule not presented accordingly may be considered nonresponsive.</p>
<b>ITB 13.1</b>	Alternative Bids shall not be permitted.
<b>ITB 13.2</b>	Alternative times for completion shall not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall not be permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall be fixed throughout the Contract Period and shall not be subject to price fluctuations
<b>ITB 15.1</b>	<p>The unit rates and the prices shall be quoted by the Bidder entirely in:</p> <p><b>Sri Lankan Rupees</b></p>
<b>ITB 15.4</b>	The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by: The Central Bank of Sri Lanka.
<b>ITB 18.1</b>	The bid validity period shall be <b>one hundred and forty Seven (147) days</b>
<b>ITB 19.1</b>	<p>A Bid Security shall be required for each Lot in the following amount:</p> <p>For Lot A: Sri Lankan Rupees Fifteen million (LKR 15,000,000) or United States Dollars Ninety thousand (USD 90,000)</p> <p>For Lot B: Sri Lankan Rupees Seven million (LKR 7,000,000) or United States Dollars Forty thousand (USD 40,000)</p> <p>Bidders bidding for combined Lots A and B together should submit two separate bid securities as above.</p>

	<p>The bid security(ies) submitted in the form of a bank guarantee shall be in the format given in Section 4 and valid for a period of 175 days from the deadline or any extended deadline for submission of Bids (ITB 22.2).</p> <p>If the bank issuing the guarantee is in Sri Lanka, it shall be a licensed commercial bank under the Banking Act No.30 of 1988 and supervised by the Central Bank of Sri Lanka.</p> <p><b>If the guarantee is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka registered in the Central Bank of Sri Lanka, and sent through such corresponding bank to make it enforceable.</b></p>
<b>ITB 19.2</b>	The ineligibility period will be: <b>Not Applicable</b>
<b>ITB 19.4</b>	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within fourteen (14) days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 20.1</b>	In addition to the original Bid, the number of copies is: <b>One</b>
<b>ITB 20.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: An organizational document, board resolution or its equivalent, or notarized power of attorney specifying the representative's authority to sign the Bid on behalf of the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award.</p> <p>The Bidder shall submit an acceptable authorization within 14 days.</p>

#### D. Submission and Opening of Bids

<b>ITB 21.1</b>	Bidders <b>shall not</b> have the option of submitting their Bids electronically.
<b>ITB 21.1 (b)</b>	If Bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be: <b>Not Applicable</b>
<b>ITB 22.1</b>	<p>For <b><u>bid submission purposes</u></b> only, the Employer's address is:</p> <p><b>Chairman, Cabinet Appointed Procurement Committee</b>  <b>(Attn: Chief Accountant)</b>  Ministry of Public Administration, Home Affairs, Provincial Councils &amp; Local Government  <b>No. 330, Union Place,</b>  <b>Colombo – 02, Sri Lanka.</b></p> <p>Telephone: <b>+94-112345973</b>  Facsimile number: <b>+94-112347532</b></p> <p><b>The deadline for bid submission is:</b>  Date: <b>28 August 2020 Time: 3.00 p.m.</b></p>



<b>ITB 25.1</b>	The opening of Bids shall take place immediately after the deadline for bid submission and at the place for bid submission given above under ITB 22.1
	Electronic bid opening procedure shall be as follows: <b>Not applicable</b>
<b>ITB 25.3</b>	The Letter of Bid and Bill of Quantities shall be initialed by three representatives of the Employer attending the Bid opening.

### **E. Evaluation and Comparison of Bids**

<b>ITB 32.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Sri Lankan Rupees</b></p> <p>The source of selling exchange rate shall be: <b>Central Bank of Sri Lanka</b></p> <p>The date for the selling exchange rate shall be: <b>28 days prior to deadline (or extended deadline) for submission of Bids</b></p>
<b>ITB 33.1</b>	A margin of preference <b>shall not apply</b> .

## Section 3 - Evaluation and Qualification Criteria

### - Without Prequalification -

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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## 1. Evaluation

In addition to the criteria listed in ITB 34.2 (a) – (e) the following criteria shall apply:

### 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal shall include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

Non-compliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.

### 1.2 Completion Time

An alternative Completion Time, shall not be permitted under ITB 13.2

### 1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

**Not Applicable**

### 1.4 Quantifiable Nonconformities, Errors and Omissions

Subject to ITB 14.2 and ITB 34.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

### 1.5 Domestic Preference

A margin of preference shall **NOT** apply under ITB 33.1.

### 1.6 Multiple Contracts

Works are grouped in multiple contracts (Lots) and pursuant to ITB 34.4, the Employer shall evaluate and compare Bids on the basis of a contract (Lot), or a combination of contracts (Lots), or as a total of contracts (Lots) in order to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a Bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- Average annual construction turnover,
- Financial resources,
- Equipment to be allocated, and
- Personnel to be fielded.

## 2. Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries or affiliates, that must satisfy the qualification criteria described below

### 2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

#### 2.1.1 Nationality

Nationality in accordance with ITB Sub-Clause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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#### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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#### 2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Sub-Clause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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#### 2.1.4 Government-owned Entity

Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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#### 2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with UN Security Council resolution in accordance with ITB Sub-Clause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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## 2.2 Pending Litigation

Pending litigation and arbitration criterion shall apply.

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

### 2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than Fifty (50) percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1
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## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	At Least One Partner	
Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last Three (03) years (2016/2017/2018 or latest) to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities, for the last year should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments <u>If the documents submitted are not in English Language, English Translations done by a Sworn Translator shall be submitted.</u>

### 2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover as stipulated below calculated as total certified payments received for contracts in progress or completed, within the last three (3) years (2016/2017/2018), as evident from financial statements. Lot A – USD 4.5 million Lot B – USD 3.8 million Lot A & B – USD 8.3 million	must meet requirement	must meet requirement	must meet 25 % of the requirement	must meet 50 % of the requirement	Form FIN - 2
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### 2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<b>For Single Entities:</b>  The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of:  Lot A – USD 0.65 million Lot B – USD 0.70 million Lot A & B – USD 1.35 million	must meet requirement	not applicable	not applicable	not applicable	Form FIN – 3 and Form FIN – 4
<b>For Joint Ventures:</b>  (1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 60%. from the total requirement for the Subject Contract.  AND	not applicable	not applicable	not applicable	must meet requirement	Form FIN – 3 and Form FIN – 4
(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 40% from the total requirement for the Subject Contract.  AND	not applicable	not applicable	must meet requirement	not applicable	Form FIN – 3 and Form FIN – 4
(3) The joint venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of  Lot A – USD 0.65 million Lot B – USD 0.70 million Lot A + B – USD 1.35 million	not applicable	must meet requirement	not applicable	not applicable	Form FIN – 3 and Form FIN – 4

## 2.4 Construction Experience

### 2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

### For Lot A

<p><b>OPTION 1</b></p> <p>Participation in at least one <b>overseas (outside the bidder's own country)</b> contract for Sewer CCTV investigations and reporting within the last 8 years that have been successfully or substantially completed,</p> <ul style="list-style-type: none"> <li>• where the length of CCTV done is not less than 45 km.</li> <li>• and where the value of the Bidder's participation approximately USD 2.2 million.</li> </ul> <p style="text-align: center;">OR</p> <p><b>OPTION 2</b></p> <p>Participation in at least one <b>overseas (outside the bidder's own country)</b> contract for Sewer CCTV investigations and reporting within the last 8 years that have been successfully or substantially completed,</p> <ul style="list-style-type: none"> <li>• where the value of the Bidder's participation approximately USD 1 million,</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• participation in at least one contract in the home country of Bidder for Sewer CCTV investigations within the last 8 years that have been successfully or substantially completed:</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• where the length of CCTV done is not less than 45 km,</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• where the value of the Bidder's participation is approximately USD 2.2 million</li> </ul>	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP - 1
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**For Lot B**

<p>1) Participation in at least one <b>overseas (outside the bidder's own country)</b> contract of Condition Assessment Survey using Special Device technology within the last 8 years that have been successfully or substantially completed where the value of the Bidder's participation approximately USD 0.8 million.</p> <p style="text-align: center;"><b>OR</b></p> <p>2) If the bidder has no experience for condition assessment using Special Device technology (SD), then</p> <ul style="list-style-type: none"> <li>• he should have experience in at least one <b>overseas contract</b> for sewer or water transmission or distribution pipeline contract for more than 45 km within the last 8 years, and</li> <li>• should be able to engage a Specialised subcontractor who uses SD technology and who has overseas experience in at least <b>one overseas</b> (outside the subcontractor's own country) <b>contract</b> similar to the proposed works, within the last 8 years, where the value of the participation of the Specialist subcontractor approximately USD 0.8 million.</li> </ul>	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP - 1
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**NOTE: Lot B condition 2) the Employer shall require evidence of the consent of the subcontractor to enter into a subcontracting agreement with the Bidder, if the contract is awarded to the Bidder, along with the experience of the proposed subcontractor. Such subcontracting agreement could be either directly or through a management contractor.**

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

**For Lot A & Lot B**

<p>OPTION 1</p> <p>Participation in at least one <b>overseas (outside the bidder's own country)</b> contract of Condition Assessment Survey using CCTV and SD technology within the last 8 years that have been successfully or substantially completed</p> <ul style="list-style-type: none"> <li>• where the length of CCTV done is not less than 45 km and</li> <li>• where the value of the Bidder's participation for CCTV approximately USD 2.2 million and</li> <li>• for SD work approximately. USD 0.8 million</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p>OPTION 2</p> <p>Participation in at least one <b>overseas (outside the bidder's own country)</b> contract for Sewer CCTV and SD investigations and reporting within the last 8 years that have been successfully or substantially completed,</p> <ul style="list-style-type: none"> <li>• where the value of the Bidder's participation for CCTV approximately USD 1 million,</li> <li>and</li> <li>• for SD Work approximately USD 0.5 million</li> <li>and</li> <li>• participation in at least one contract in the home country for Sewer CCTV investigations within the last 8 years that have been successfully or substantially completed where the length of CCTV done is not less than 45 km, and where the value of the Bidder's participation approximately USD 2.2 million</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p>OPTION 3</p> <p>If the bidder has only experience for CCTV works as for OPTION 1 or 2, he should be able to engage a specialised subcontractor for SD work who has</p> <ul style="list-style-type: none"> <li>• <b>overseas (outside the bidder's own country)</b> experience similar to the proposed SD works within the last 8 years, and</li> <li>• where participation of the specialist subcontractor for SD works approximately USD 0.8 million.</li> </ul>	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP - 1
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**NOTE: Lot B condition 2) the Employer shall require evidence of the consent of the subcontractor to enter into a subcontracting agreement with the Bidder, if the contract is awarded to the Bidder, along with the experience of the proposed subcontractor. Such subcontracting agreement could be either directly or through a management contractor**

- 2.4.2 Construction Experience in Key Activities (May be complied by one or more specialist subcontractors.)**  
Employer shall require evidence of subcontracting agreement from the Bidder. Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes which cannot be provided by the main Contractor)

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

**Lot A and Lot B Contract and for Lot A & B Contract**

For the above <u>or other contracts</u> executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:					Form EXP - 2
<b>Repairs to sewer lines in at least one contract</b> , within last seven (8) years, in both the following categories: <ul style="list-style-type: none"> <li>• <b>Open Cut Spot repairs</b></li> <li>• <b>Trenchless Spot Repairs</b></li> </ul>	must meet requirements	Must meet requirements *	Not applicable	Not applicable	

- \* In the case of a joint venture bidder, at least one of the partners must have experience in the key activity if the bidder itself (not its subcontractor) will carry out the relevant activity.

# Section 4 - Bidding Forms

## - Without Prequalification -

This Section contains the forms to be completed by the Bidder and submitted as part of its Bid.

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**Note: Bidders bidding for Lot A should use this format**

## Letter of Bid – Lot A

*The bidder must accomplish the Letter of Bid on its letterhead clearly showing the bidder's complete name and address.*

Date: .....

ICB No.: .....

Invitation for Bid No.: .....

To: Secretary, Ministry of Public Administration, Home Affairs, Provincial Councils & Local Government

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to execute in conformity with the Bidding Documents and our Technical Proposal the following Works:

Condition Assessment and Urgent Repairs of Sewers Lot A – 89 km of Gravity Sewers with CCTV

- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

*[amount of Sri Lankan Rupees in words], [amount in figures]*

*The total bid price from the Summary of Bill of Quantities - Lot A should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Bid may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are:  
\_\_\_\_\_
- (e) Our bid shall be valid for a period of 182 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- (g) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

- (h) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>2</sup>

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (p) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

<sup>1</sup> Use one of the two options as appropriate.

<sup>2</sup> If none has been paid or is to be paid, indicate "None".

**Note: Bidders bidding for Lot B should use this format**

## Letter of Bid – Lot B

*The bidder must accomplish the Letter of Bid on its letterhead clearly showing the bidder's complete name and address.*

Date: .....

ICB No.: .....

Invitation for Bid No.: .....

To: Secretary, Ministry of Public Administration, Home Affairs, Provincial Councils & Local Government

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We offer to execute in conformity with the Bidding Documents and our Technical Proposal the following Works:

Condition Assessment and Urgent Repairs of Sewers Lot B - 8.2km of Force Mains with Special Device (SD)

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:

*[amount of Sri Lankan Rupees in words], [amount in figures]*

*The total bid price from the Summary of Bill of Quantities - Lot B should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Bid may result in the rejection of the bid.*

(d) The discounts offered and the methodology for their application are:

(e) Our bid shall be valid for a period of 182 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

(g) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

- (h) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>2</sup>

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (p) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

<sup>1</sup> Use one of the two options as appropriate.

<sup>2</sup> If none has been paid or is to be paid, indicate "None".



**Note: Bidders bidding for Lot A + Lot B should use this format in preparing and submitting Letter of Bid. In addition they should prepare and submit separate Letters of Bids for Lot A and Lot B as given in pages 4 – 2, and 4 – 4 herein.**

## Letter of Bid – Lot A + Lot B

*The bidder must accomplish the Letter of Bid on its letterhead clearly showing the bidder's complete name and address.*

Date: .....

ICB No.: .....

Invitation for Bid No.: .....

To: Secretary, Ministry of Public Administration, Home Affairs, Provincial Councils & Local Government

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to execute in conformity with the Bidding Documents and our Technical Proposal the following Works:  
 Condition Assessment and Urgent Repairs of Sewers  
 Lot A – 89 km of Gravity Sewers with CCTV and  
 Lot B - 8.2km of Force Mains with Special Device (SD)
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

*[amount of Sri Lankan Rupees in words], [amount in figures]*

*The total bid price from the Summary of Bill of Quantities - Lot A + Lot B should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Bid may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are:  
 \_\_\_\_\_
- (e) Our bid shall be valid for a period of 182 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

- (g) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (h) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>2</sup>

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (p) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

<sup>1</sup> Use one of the two options as appropriate.

<sup>2</sup> If none has been paid or is to be paid, indicate "None".

## Schedules

### Schedule of Payment Currencies

For .....insert name of Section of the Works .....

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Bidder should prepare separate tables for each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
BID PRICE				

**- Note -**

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Please refer ITB 19.1 in Section 2

## Bid Security Bank Guarantee

.....*Bank's name, and address of issuing branch or office*<sup>1</sup>.....

**Beneficiary: Secretary, Ministry of Public Administration, Home Affairs, Provincial Councils & Local Government**

**Date:**.....

**Bid Security No.:** .....

We have been informed that . . . . . *name of the bidder*. . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . (hereinafter called "the Bid") for the execution of . . . . .  
.. *name of contract* . . . . . under Invitation for Bids No. . . . . ("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 . . . . . *name of bank*. . . . . 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 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 by the Bidder in the Letter of Bid; 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 Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails or refuses to furnish a domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.<sup>2</sup>

.....*Bank's seal and authorized signature(s)*.....

### **-- Note --**

- (1) *In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.*
- (2) **If the guarantee is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka registered in the Central Bank of Sri Lanka, and sent through such corresponding bank to make it enforceable.**

<sup>1</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.

<sup>2</sup> Or 758 as applicable.

## **Bill of Quantities**

**Given separately in Volume 2**

# **Technical Proposal**

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

## Personnel

### Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
6.	Title of position*
	Name
etc.	Title of position*
	Name

#### **-- Note --**

\* As listed in Section 6 (Employer's Requirements).

**Form PER – 2: Resume of Proposed Personnel**

The Bidder shall provide all the information requested below. Use one form for each position.

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant Technical and Management Experience



## Equipment

### Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<b>Item of Equipment</b>					
<b>Equipment Information</b>	<table border="1"> <tr> <td><b>Name of manufacturer</b></td> <td><b>Model and power rating</b></td> </tr> <tr> <td><b>Capacity</b></td> <td><b>Year of manufacture</b></td> </tr> </table>	<b>Name of manufacturer</b>	<b>Model and power rating</b>	<b>Capacity</b>	<b>Year of manufacture</b>
	<b>Name of manufacturer</b>	<b>Model and power rating</b>			
<b>Capacity</b>	<b>Year of manufacture</b>				
<b>Current Status</b>	<table border="1"> <tr> <td><b>Current location</b></td> </tr> <tr> <td><b>Details of current commitments</b></td> </tr> </table>	<b>Current location</b>	<b>Details of current commitments</b>		
<b>Current location</b>					
<b>Details of current commitments</b>					
<b>Source</b>	<table border="1"> <tr> <td colspan="2"><b>Indicate source of the equipment</b></td> </tr> <tr> <td><input type="checkbox"/> Owned</td> <td><input type="checkbox"/> Rented    <input type="checkbox"/> Leased    <input type="checkbox"/> Specially manufactured</td> </tr> </table>	<b>Indicate source of the equipment</b>		<input type="checkbox"/> Owned	<input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured
<b>Indicate source of the equipment</b>					
<input type="checkbox"/> Owned	<input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured				

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

## **Site Organization**

## **Method Statement**

## **Mobilization Schedule**

## **Construction Schedule**

## **Bidders Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form Joint Venture or Joint Venture agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.</p> <p><b><i>Note: Certified copies of English translations from a sworn translator shall be submitted if the original documents are not in English language.</i></b></p>	

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately.

<b>Joint Venture / Specialist Subcontractor Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's year of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</li> <li><input type="checkbox"/> 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</li> </ul> <p><b><i>Note: Certified copies of English translations from a sworn translator shall be submitted if the original documents are not in English language.</i></b></p>	

Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes that cannot be provided by the main Contractor.

**Form LIT - 1: Pending Litigation and Arbitration**

Each Bidder must fill out this form if so required under Criterion 2.2(b) of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Pending Litigation and Arbitration			
<b>Choose one of the following:</b>  <input type="checkbox"/> No pending litigation and Arbitration.  <input type="checkbox"/> Below is a description of all pending litigation and Arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

**- Note -**

*This form shall only be included if Criterion 2.2(b) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

<b>Financial Data for Previous 03 Years [US\$ Equivalent]</b>		
<b>Year 1: 2019</b>	<b>Year 2: 2018</b>	<b>Year 3: 2017</b>

**Information from Balance Sheet**

<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>Net Worth = TA – TL</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN-3
------------------------------------	--	--

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- ☐ Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last 3 years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN - 2: Average Annual Construction Turnover**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the specified exchange rate.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

<b>Annual Turnover Data for the Last 03 Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>US\$ Equivalent</b>

**Average Annual Construction Turnover**



**Form FIN – 3: Availability of Financial Resources**

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1	Working Capital (to be taken from FIN-1)	
2	Credit Line <sup>a</sup>	
3	Other Financial Resources	
Total Available Financial Resources		

<sup>a</sup> *To be substantiated by a letter from the bank issuing the line of credit, addressed to the Employer and dated within 28 days prior to bid submission deadline.*

**Form FIN- 4: Financial Requirements for Current Contract Commitments**

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X)	Remaining Contract Period in months (Y)	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
Total Monthly Financial Requirement for Current Contract Commitments						US\$ .....

**Note:** *Current contract commitments should be supported by documents issued by the Employer or Engineer of such contracts. Copies of such documents certified as true copies by an Attorney-at-law shall be attached.*

**Note:** *Certified copies of English translations from a sworn translator shall be submitted if the original documents are not in English language.*

**Form FIN - 5: Compliance Check of Financial Resources (Criterion 2.3.3 of Section 3)****Form FIN-5A: For Single Entities**

For Single Entities:	Total Available Financial Resources from FIN-3 (C)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (D)	Available Financial Resources net of CCC (C-D)	≥	Requirement <sup>a</sup>
_____ (Name of Bidder)	_____	_____	_____	≥	100% of Requirement from Section 3 - 2.3.3(b)

**Form FIN-5B: For Joint Ventures**

For Joint Ventures:	Total Available Financial Resources from FIN-3 (C)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (D)	Available Financial Resources net of CCC (C-D)	≥	Requirement <sup>a</sup>
One Partner:					
_____ (Name of Partner)	_____	_____	_____	≥	B(%) of Requirement
Each (Other) Partner:					
_____ (Name of Partner 1)	_____	_____	_____	≥	A(%) of Requirement
_____ (Name of Partner 2)	_____	_____	_____	≥	A(%) of Requirement
_____ (Name of Partner 3)	_____	_____	_____	≥	A(%) of Requirement
All partners combined			Σ (C-D) <sup>b</sup> =	≥	100% of Requirement from Section 3 - 2.3.3(b)

Form FIN - 5 is made available for use by the bidder as a self-assessment tool, and by the employer as evaluation work sheet, to determine compliance with financial resources.

<sup>a</sup> Requirement for the subject contract is defined in Criterion 2.3.3(b) of Section 3. Value A is the required percentage of the subject contract, which each partner must meet; and value B is the required percentage of the subject contract, which one partner must meet. A and B values are defined in Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

<sup>b</sup> Σ (C - D) = sum of available financial resources net of current contract commitments (CCC) for all partners.

**Form EXP – 1: Contracts of Similar Size and Nature**

Contract of Similar Size and Nature		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	US\$	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the similarity in accordance with Criterion 2.4.1 of Section 3		

**Note:** Fill out one (1) form per contract.

**Note:** Details of similar contracts done or in progress In Bidder's own country should also be submitted, in addition to the qualification criteria of having done at least one similar contract outside bidder's own country.

**Note:** Experience claimed should be supported by documents issued by the Employer or Engineer of such contracts. Copies of such documents certified as true copies by an attorney-at-law shall be attached.

**Note:** Certified copies of English translations from a sworn translator shall be submitted, if the original documents are not in English language.

**Form EXP - 2: Construction Experience in Key Activities**

Contract with Similar Key Activities		
Contract No . . . . . of . . . . . .	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	US\$	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the key activities in accordance with Criterion 2.4.2 of Section 3		

**Note:** Fill out one (1) form per contract.

**Note:** Details of similar contracts done or in progress In Bidder's own country should also be submitted, in addition to the qualification criteria of having done at least one similar contract outside bidder's own country.

**Note:** Experience claimed should be supported by documents issued by the Employer or Engineer of such contracts. Copies of such documents certified as true copies by an attorney-at-law shall be attached.

**Note:** Certified copies of English translations from a sworn translator shall be submitted, if the original documents are not in English language.

## Section 5 - Eligible Countries

This section contains the list of eligible countries

1.	AFG	Afghanistan	35.	FSM	Micronesia, Federal States of
2.	ARM	Armenia	36.	MON	Mongolia
3.	AUS	Australia	37.	MYA	Myanmar
4.	AUT	Austria	38.	NAU	Nauru, Republic of
5.	AZE	Azerbaijan	39.	NEP	Nepal
6.	BAN	Bangladesh	40.	NET	Netherlands
7.	BEL	Belgium	41.	NZL	New Zealand
8.	BHU	Bhutan	42.	NOR	Norway
9.	BRU	Brunei Darussalam	43.	PAK	Pakistan
10.	CAM	Cambodia	44.	PAL	Palau
11.	CAN	Canada	45.	PNG	Papua New Guinea
12.	PRC	China, People's Republic of	46.	PHI	Philippines
13.	COO	Cook Islands	47.	POR	Portugal
14.	DEN	Denmark	48.	SAM	Samoa
15.	FIJ	Fiji Islands	49.	SIN	Singapore
16.	FIN	Finland	50.	SOL	Solomon Islands
17.	FRA	France	51.	SPA	Spain
18.	GEO	Georgia	52.	SRI	Sri Lanka
19.	GER	Germany	53.	SWE	Sweden
20.	HKG	Hongkong, China	54.	SWI	Switzerland
21.	IND	India	55.	TAJ	Tajikistan
22.	INO	Indonesia	56.	TAP	Taipei, China
23.	IRE	Ireland	57.	THA	Thailand
24.	ITA	Italy	58.	TIM	Timor-Leste,
25.	JPN	Japan	59.	TON	Tonga
26.	KAZ	Kazakhstan	60.	TUR	Turkey
27.	KIR	Kiribati	61.	TKM	Turkmenistan
28.	KOR	Korea	62.	TUV	Tuvalu
29.	KGZ	Kyrgyz	63.	UKG	United Kingdom
30.	LAO	Lao People's Democratic Rep.	64.	USA	United States of America
31.	LUX	Luxemburg	65.	UZB	Uzbekistan
32.	MAL	Malaysia	66.	VAN	Vanuatu
33.	MLD	Maldives	67.	VIE	Vietnam
34.	RMI	Marshall Islands			

## Section 7 - General Conditions of Contract

The Conditions of Contract comprise two parts, this Section 7 - General Conditions of Contract (GCC) and the following Section 8 - Particular Conditions of Contract (PCC)

The General Conditions shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Multilateral Development Bank Harmonized Edition, June 2010, prepared by the Fédération Internationale des Ingénieurs-Conseil, or FIDIC (FIDIC MDB Harmonized Construction Contract) available at <http://www1.fidic.org/resources/mdb/>. The FIDIC MDB Harmonized Construction Contract is exclusive for the use of ADB Borrowers and their project implementing agencies as provided under the License Agreement dated 09 June, 2005, between the ADB and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the Employer identified in the contract and only for the exclusive purpose of preparing bidding documents for ADB financed contracts.

## Section 8 - Particular Conditions of Contract For Lot-A and Lot-B

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### Part A - Contract Data

Ref. GCC	Subject	Data
1.1.2.2 & 1.3	<b>Employer's name and address</b>	Secretary, Ministry of Public Administration, Home Affairs, Provincial Councils & Local Government No. 330, Union Place, Colombo – 02
1.1.2.4 & 1.3	<b>Engineer's name and address</b>	Deputy Municipal Commissioner – Engineering Services (CMC) Colombo Municipal Council, Townhall, Colombo 07.
1.1.2.11	<b>Bank's name</b>	Asian Development Bank (ADB)
1.1.2.12	<b>Borrower's name</b>	The Democratic Socialist Republic of Sri Lanka
1.1.3.3	<b>Time for Completion</b>	<b>Contract Lot (A)</b> - 595 days <b>Contract Lot (B)</b> - 252 days <b><u>Contract Lot (A) + Lot (B)</u></b> Scope of Lot (B) – 252 days. Scope of Lot (A) – 595 days
1.1.3.7	<b>Defects Notification Period</b>	364 days.
1.1.5.6	<b>Sections</b>	Please refer to table Summary of Sections of the Works given at the end of Contract Data
1.3	<b>Electronic transmission systems</b>	Please see Part B – Particular Conditions of Contract, under Sub-Clause 1.3.
1.4	<b>Governing Law</b>	The law of Democratic Socialist Republic of Sri Lanka
1.4	<b>Ruling language</b>	English
1.4	<b>Language for communications</b>	English
2.1	<b>Time for access to the Site</b>	Within seven (7) days from the date of submission of Performance Guarantee (GCC 4.2) and submission of evidence of insurance stipulated (GCC 18.1, 18.2, 18.3 & 18.4) had been effected. However non-invasive work at Site may be done at Site after issue of the Letter of Acceptance, with prior approval of the Engineer
4.2	<b>Performance Security</b>	The Performance Security shall be in the form of an unconditional bank guarantee in the amount of Ten (10%) percentage of the Accepted Contract Amount  If the bank issuing the security is located outside Sri Lanka, it shall have and be sent through a authorized correspondent bank located in Sri Lanka to make it enforceable. Banks in Sri Lanka for this purpose or issuing the Performance Security shall be those registered and supervised by the Central Bank of Sri Lanka.



Ref. GCC	Subject	Data
6.5	<b>Normal working hours</b>	Normal working times to be as agreed with the Engineer, considering the limitations applicable, and the methodology adopted for each part of the Works, subject to compliance to regulations /requirements of relevant authorities including Traffic Police, and also to local labour laws.
8.1	<b>Commencement Date</b>	Commencement Date shall be 14 days from the date of the Letter of Acceptance.
8.7 & 14.15(b)	<b>Delay damages for the Works</b>	Please refer to table of Summary for Sections of the Works given end of the Contract Data
8.7	<b>Maximum amount of delay damages</b>	<p>For Section 1 Completion – Ten percent (10%) of the Value of Section I forming the Accepted Contract Amount excluding Provisional Sums, Contingencies and Day Works.</p> <p>For Section 2 Completion – Ten percent (10%) of the Value of Section 2 forming the Accepted Contract Amount excluding Provisional Sums, Contingencies and Day Works.</p> <p>For Section 3 Completion – Ten percent (10%) of the Value of Section 3 forming Accepted Contract Amount excluding Provisional Sums, Contingencies and Day Works.</p>
13.5.(b)(ii)	<b>Provisional Sums</b>	Percentage for adjustment of Provisional Sums shall be as given in relevant price schedules against the relevant line item
13.8	<b>Adjustments for Changes in Cost</b>	The Contract Price shall not be adjusted during Contract execution.
14.1	<b>The Contract Price</b>	<p>The following sentence under Clause 14.1 shall <b>not</b> apply:</p> <p><i>“Notwithstanding the provisions of sub-paragraph (b), Contractor’s Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”</i></p>
14.2	<b>Total advance payment</b>	<p>20% Percentage of the Accepted Contract Amount (less Provisional Sums, Day works and Contingencies) payable in the currencies and proportions in which the Contract Price is payable, in the following 2 instalments.</p> <p>1<sup>st</sup> Instalment – 10% on submission of stipulated guarantees and signing of the Contract Agreement.</p> <p>2<sup>nd</sup> Instalment – 10% on submission of insurance policies accepted by the Engineer and mobilized at Site with establishing Contractor’s facilities, provided the requisite facilities in Bill No. 1 to the Engineer as applicable, provided proposed ways of utilizing the total advance payment (10%), all on acceptance and certification by the Engineer.</p> <p>The unconditional bank Guarantee shall be in amounts and currencies equal to the advance payment, including the percentage of VAT payment related to the advance payment.</p>

Ref. GCC	Subject	Data
		<p>The bank guarantee shall be obtained from:</p> <p>A bank located in Sri Lanka and approved by Central Bank of Sri Lanka; or</p> <p>A bank outside Sri Lanka, which shall have a correspondent bank located in Sri Lanka regulated by Central Bank of Sri Lanka, and sent through such correspondent bank to make it enforceable.</p>
14.2(b)	<b>Repayment amortization of advance payment</b>	<p>Deduction shall be made at an amortization rate calculated in accordance with the following formula:</p> $Y = \frac{x - 0.3}{0.9 - 0.3} \times Z$ <p><i>Y = Cumulative repayment</i></p> <p><i>Z = Total amount of advance paid</i></p> <p><i>x = Fraction value of cumulative work done to the Accepted Contract Amount less Provisional Sums, Day works and Contingencies.</i></p>
14.3(c)	<b>Percentage of Retention</b>	Ten percentage (10%)
14.3(c)	<b>Limit of Retention Money</b>	Five percentage (5%) of the Accepted Contract Amount
14.5	<b>Plant and Materials</b>	Not Applicable
14.6	<b>Minimum Amount of Interim Payment Certificates</b>	Two and a half percentage (2½%) of the Accepted Contract Amount for each Lot less Provisional Sums, Day Works and Contingencies.
15.6	<b>Corrupt and Fraudulent Practices</b>	Please refer to Part B – Specific Provision
17.6	<b>Maximum total liability of the Contractor to the Employer</b>	The amount of the maximum total liability shall be hundred and ten percentage (110%) of the Accepted Contract Amount
18.1	<b>Periods for submission of insurance:</b> <b>a. evidence of insurance.</b> <b>b. relevant policies</b>	14 days 21 days
18.2(d)	<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	Ten percentage (10%) of Employer's Risks
18.3	<b>Minimum amount of third party insurance</b>	<p><b>Lot A</b></p> <p>LKR 25,000,000 per occurrence.</p> <p>Total cover shall not be less than LKR 100,000,000 with deductible not more than 5%</p> <p><b>Lot B</b></p> <p>LKR 5,000,000 per occurrence.</p> <p>Total cover shall not be less than LKR 20,000,000 with deductible not more than 5%</p> <p><b>Both Lot (A+B)</b></p> <p>LKR 25,000,000 per occurrence.</p> <p>Total cover shall not be less than LKR 120,000,000 with deductible not more than 5%</p>

Ref. GCC	Subject	Data
20.2	<b>Date by which the DAB shall be appointed</b>	Within 56 days from the Commencement Date
20.2	<b>Appointment of Dispute Board (DB)</b>	DB shall be a sole member
20.2	<b>List of potential DB sole members</b>	Eng. Jayantha de Mel Eng. G.H. Lawrence Eng. G.G. Jayawardhane Eng. D.R.N. Ferdinando Eng. Sumith A. Jayasekara
20.3	<b>Appointment (if not agreed) to be made by</b>	The Institution of Engineers Sri Lanka
20.6 (a)(ii)	<b>Arbitration proceedings shall be administered by</b>	International arbitration shall be: (i) Administered by: Singapore International Arbitration Centre (SIAC). (ii) Conducted in accordance with the rules of: UNCITRAL
20.6	<b>Place of Arbitration</b>	Colombo

## Summary of Partial (Section) Completion for Lot - A

Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Damages for Delay subject to Maximum under Sub-Clause 8.7
Partial (Section 1*) – First 1/3 of the total scope of the Contract by value.	215 days from the Commencement Date	0.03% of the Accepted Contract Amount (less P Sums and contingencies) per day, in the currencies and proportions in which the Contract Price is payable.
Partial (Section 2*) – Second 1/3 of the total scope of the Contract by value	420 days from the Commencement Date	0.03% of the Accepted Contract Amount (less P Sums and contingencies) per day, in the currencies and proportions in which the Contract Price is payable.
Partial (Section 3*) – Third 1/3 of the total scope of the Contract by value	637 days from the Commencement Date	0.03% of the Accepted Contract Amount (less P Sums and contingencies) per day, in the currencies and proportions in which the Contract Price is payable.

\* *Contractor shall define scope of Section 1, 2 & 3 when submitting the Program under GCC 8.3*

\* *Scope of Section 1, 2 and 3 shall cover the scope of the entire Contract for Lot A*

## Summary of Partial (Section) completion of Lot - B

Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Damages for Delay subject to Maximum under Sub-Clause 8.7
Partial (Section) Completion 1 – Completion of Condition Assessment of Force Sewer Main (CFM-5) OLD line and handing over to the Employer	152 days from the Commencement Date	0.05% of the Accepted Contract Amount (less P Sums and contingencies) per day, in the currencies and proportions in which the Contract Price is payable.
Partial (Section) Completion 2 – Completion of Condition Assessment of Force Sewer Main (CFM-5) NEW line and handing over to the Employer	252 days from the Commencement Date	0.05% of the Accepted Contract Amount (less P Sums and contingencies) per day, in the currencies and proportions in which the Contract Price is payable.
Partial (Section) Completion 3 – Completion of Condition Assessment of Force Sewer Main (CFM-9) line and handing over to the Employer	252 days from the Commencement Date	0.05% of the Accepted Contract Amount (less P Sums and contingencies) per day, in the currencies and proportions in which the Contract Price is payable.

In the event of one Contractor being awarded both Lot A and B, condition of both the above Table A and B with regard to Time for Completion and delay damages for each Lot will apply.

## Part B – Specific Provisions

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). In the event of a conflict, the provisions herein shall prevail over those in the GCC

Clause/Sub-Clause numbers in the PCC correspond to those in the GCC.

- 1.1.6.7 Site** At the end of subparagraph 1.1.6.7, add:
- The Site shall also include the area of facilities provided to Engineer under the terms of the Contract.
- 1.3 Communications** Substitute Sub-Clause 1.3 (a) with the following:
- (a) in writing and delivered by hand (against receipt), sent by mail or courier **and also** a scanned copy of the signed document transmitted by email. In case of bulky documents, only the covering letter of such submission may be sent by email.
- At the end of Sub-Clause 1.3, add:
- For the purpose of communications between the Contractor and the Engineer and vice versa, appropriate forms (where relevant) shall be developed by the Contractor jointly with the Engineer.
- 1.13 Compliance with Laws** At the end of Sub clause 1.13, add:
- However, the Contractor shall submit, in good time to the Employer, the details of Goods, Contractor's Equipment and Plant etc., where the recommendations of the Employer is necessary, who shall then on the request of the Contractor, assist as far as practicable, to obtain all import permits or licences required for these Goods, Contractor's Equipment and Plant etc., in the way of recommendations and confirmations.
- The Employer shall also assist to obtain or grant all consents including permits-to-work, rights-of-way and approvals required for the Works.

### Clause 2 The Employer

- 2.1 Right of Access to the Site** Amend the second sentence of the Sub-Clause as follows:
- The right and possession shall not be exclusive to the Contractor, but shall be subject to joint occupation with the right of use of public roads within the Site by the public, and by the utility service organizations, and other authorized entities, to carry out their legitimate duties within the Site if so required by them.

### Clause 3 The Engineer

- 3.1 Engineer's Duties and Authority** Sub-paragraphs 3.1(A) and (B) shall be replaced by:
- (A) Sub-Clause 4.12: in granting extension of Time for Completion beyond 3 months from the Time for Completion for each Section stated in Part A – Contract Data,
- (B) Sub-Clause 13.1 & 13.2: In Instructing a Variation or approving Value Engineering which increases the Contract Price in excess of eight percent (8%) of the Accepted Contract Amount, less provision for Contingencies,
- Delete Sub-paragraph (C)

### 3.6 Management Meetings

Insert this new Sub-Clause 3.6 at the end of Clause 3:

The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work, or for any other purpose. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.

The purpose of these Management Meetings is to coordinate the Works with the Contractor, (and other parties if deemed necessary) to record progress in relation to agreed program, and to reach and verify agreements. The Contractor will provide status of the project in such detail and format as acceptable to the Engineer.

Minutes of each Management Meeting will be prepared by the Engineer and circulated to all parties attending the Management Meeting, prior to the next meeting. Agreements reached at a particular Management Meeting if duly recorded and confirmed at the next meeting will be considered accepted by all parties. Where such agreements require to be confirmed by Instructions from the Engineer in compliance with the Contract, the Engineer shall forthwith issue such Instructions.

Agreements reached at meetings shall not be a means to override the requirements in GCC to follow stipulated procedure in submittals, notices, claims etc. and to submit the required quality assurance documents, method statements, shop drawings etc. in the Contract.

## Clause 4

### The Contractor

#### 4.2 Performance Security

At the end of first paragraph in Sub-Clause 4.2, add:

The performance security shall be in the form of an unconditional "On Demand" bank guarantee in the format given in Section 9, and in proportions in which the Contract Price is payable, issued by a reputable licenced commercial bank registered and operating in Sri Lanka or in other eligible country, and en-cashable at a reputable commercial bank in Sri Lanka.

If the guarantee is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka to make it enforceable. Bank in Sri Lanka either issuing the guarantee, or the corresponding bank, shall be a reputable bank licenced by the Central Bank of Sri Lanka.

#### 4.4 Subcontractors

Amend first paragraph of Sub-Clause 4.4 as follows:

The Contractor shall not subcontract more than forty percent (40%) of the Contract in terms of value.

#### 4.7 Setting Out

At the end of first paragraph in Sub-Clause 4.7, add:

When setting out any part of the Works, the Contractor shall give the Engineer sufficient notice (not less than 24 hours) to enable the Engineer also to satisfy himself to the correctness of the setting out, before the Contractor commences construction of the part concerned. However this will not relieve the responsibility of the Contractor for the correct positioning of all parts of the Works.

#### 4.8 Safety Procedure

Amend paragraph (d) as follows:

provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], provided that such actions do not in any way obstruct the legitimate activities of any authority or of the public, and

At the end of subparagraph (e), add:

- (f) Comply with all reasonable safety requirements as communicated by the Engineer. However, this will not absolve the Contractor from the responsibility of adopting and maintaining adequate safety measures.

#### **4.9 Quality Assurance**

Add the following paragraphs:

In addition to the Contractor's own quality control system the Engineer may check the Contractor's work and notify the Contractor of any defects which are found. Such checking does not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a defect and to uncover and test any part of the Works which the Engineer considers may have a defect.

If in the opinion of the Engineer that the quality assurance system is not complied at any time, the Engineer shall be entitled to follow that provided in Employer's Requirements.

#### **4.10 Site Data**

At the end of Sub-Clause 4.10, add:

The data referred to herein shall be deemed to include data open for inspection at the office of the Engineer.

#### **4.12 Unforeseeable Physical Conditions**

At the end of Sub-Clause 4.12, add:

In addition to notice of any Unforeseeable physical conditions, the Contractor shall provide the Engineer with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during the construction, implementation or operation of the Plant or Permanent Works, which were not considered in the initial environmental examination, the environmental management plan or the resettlement plan given in the Employer's Requirements.

#### **4.14 Avoidance of Interference**

Insert following additional paragraphs at the end of Sub-Clause 4.14:

The Contractor shall acquaint himself with the locations of all existing services including drains, telephone and electricity lines and poles, water mains, irrigation ditches and the like, in the vicinity, before any excavation or other work (which are likely to affect the existing services) is commenced. The Contractor shall relocate any utilities which obstruct their work in accordance with the relevant authority.

In the case of any accidental damages being caused to existing utilities due to his operations, he shall promptly bring it to the notice of the Engineer and to the relevant Utility Authority.

The Contractor will be held liable for all damage (including consequential damage) to the road, irrigation structures, ditches, water mains, and electric or telecommunication cables, lines or ducts of any kind caused by him or his Subcontractors in the execution of the Works. The Contractor shall make good any damage without delay and, if necessary, carry out any further work ordered by the Engineer. He shall also ensure that his Third-Party Insurance Cover shall include provisions to fully settle any Claims which may be made by the Utility Authorities consequent to such damages.

When operations on the public roads necessitate diversion, obstruction or closure of any road, or any other right of way, the written approval of the Engineer and relevant authorities shall be obtained in advance by the Contractor.

The method of working on public roads shall be in compliance with the Specifications and in accordance with procedures approved by the Engineer, and complying with stipulations of the relevant road authority and / or Local Authority, and security forces.

The Contractor shall not deposit any equipment or material in any waterway adjacent to the Works. Where temporary works obstruct any waterway, the Contractor shall be responsible for obtaining any approvals from the relevant authorities for such purpose and for rectifying any damages caused by consequential flooding and shall remove all temporary works to the satisfaction of the Engineer on completion of his operations.

#### **4.16 Transport of Goods**

At the end of Sub-Clause 4.16, add:

If it is found necessary for the Contractor to move loads of heavy constructional equipment and machinery, materials or prefabricated units or parts of units of work over roads, highways, bridges, waterways and sea, on which area such oversized and overweight items are not normally allowed to be moved for safety considerations, the Contractor shall obtain prior permission from the Engineer and the relevant Authorities. Payments to be made to relevant Authorities for complying with their requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be made by the Contractor and such costs shall be deemed to be included in his Contract Price.

The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods, and equipment, and construction.

#### **4.18 Protection of the Environment**

At the end of Sub-Clause 4.18, add:

The Contractor shall (a) comply with the ADB's Environmental Policy (2002), relevant national environmental laws and regulations and (b) implement and comply with all mitigation and monitoring requirements set out in the Environmental Management Plan.

If the Contractor fails to comply with these requirements, even after a due notice to correct had been issued, the Engineer shall have the option and authority to order a third party to rectify the shortcomings and to recover the cost of such works from the Contractor.

#### **4.19 Electricity and Water**

Delete the Sub-Clause 4.19 in its entirety and substitute:

The Contractor shall be responsible for the provision all power, water and other services as he may require, and shall not be entitled to such services available at Site belonging to the Employer.

#### **4.21 Progress Reports**

At the end of the Sub-Clause 4.21, add:

- (i) each of the obligations in Sub-Clause 4.18, 6.2 and 6.7.

These Reports shall be taken up for discussion at the Management Meetings specified under Sub-Clause 3.6. The format of the report shall be as acceptable to the Engineer.

#### **4.23 Contractor's Operations on Site**

At the end of Sub-Clause 4.23, add:

If the Contractor fails to attend to any of the above requirements within 28 days of the issue of the Taking-Over-Certificate, then the Employer may dispose of same and/or take any appropriate measures by other means and shall after deducting from the proceeds the costs, charges and expenses of and in connection with such disposal and pay the balance, if any, to the Contractor.

The Contractor shall not sell or otherwise dispose of or remove, except for the purpose of the Works, any sand, stone, clay, ballast, rock or other substances or materials which he obtains from any excavation made for the purpose of the Works or any buildings or produce upon the Site during the time he is in the possession of the Site, and all such substance, materials, buildings and produce shall be the property of the Employer or the relevant Government Authority, provided that the Contractor may with the permission in writing of the Engineer use any of the same for the purposes of the Works or dispose of them off the Site at approved locations.



## Clause 6 Staff and Labour

### 6.1 Engagement of Staff and Labour

At the end of Sub-Clause 6.1, add:

Contractor's Equipment operators, skilled and semi-skilled labour shall possess or be in training to acquire National Certificates of Trade Tests issued by the National Apprenticeship Board in Sri Lanka or equivalent agencies in the respective countries of their permanent residence.

The Engagement of Contractor's Personnel and their stay in and around the Site shall be subject to clearance and regulations of the Armed forces, Sri Lanka Police and/or any other legal authority. No Contractor's Personnel will be allowed in and around the Site without such clearance.

### 6.2 Rates of Wages and Conditions of Contract

At the end of Sub-Clause 6.2, add:

The Contractor shall comply with core labour standards and labour laws and gender equally pay for equal work.

### 6.4 Labour Laws

Insert additional paragraph at the end of Sub-Clause 6.4 as follows:

The Contractor shall comply with all Sri Lanka government regulations with regard to obtaining permits to employ any foreign personnel required for the execution of the Contract, and shall bear all expenses connected with such compliance.

The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline. The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.

The Contractor shall not employ any child to perform work below the age of 14 years and for hazardous work below the age of 18 years.

### 6.6 Facilities for Staff and Labour

Insert the following at the end of the first paragraph:

The Contractor shall obtain Land Rights or any other Rights required for these purposes. On completion of the Contract, unless otherwise agreed with the Employer or provided for in the Contract, the temporary camps/housing provided by the Contractor shall be removed and the sites reinstated to its original condition, to the approval of the Engineer.

### 6.7 Health and Safety

At the end of Sub-Clause 6.7, add:

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing and overcoming the same.

### 6.8 Contractor's Superintendence

At the end of Sub-Clause 6.8, add:

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language, or the Contractor shall have sufficient competent interpreters available on Site during all working hours. However the Contractor's authorized representative shall be fluent in the English language. The Engineer may require the Contractor's authorized representative to be replaced under Sub-Clause 6.9, if his knowledge of the English language is found to be insufficient by the Engineer.

**6.21 Child Labour**

Delete Sub-Clause 6.21 and replace it with the following:

The Contractor shall not employ any child to perform work, including work that is economically exploitative, or is likely to be hazardous to, or interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Child means a child below the statutory age of eighteen (18).

**Clause 7****Plant, Materials and Workmanship****7.1 Manner of Execution**

Insert additional paragraphs at the end of Sub-Clause 7.1:

Unless otherwise stated elsewhere in the contract, at least 14 days in advance of his programmed commencement of each principal item of work; the Contractor shall furnish for the Engineer's concurrence, the method of working he intends to adopt for execution of such item giving full details of the method of working, equipment to be deployed and measures to be adopted for ensuring the quality of construction and the safety of his workers as well as third parties.

He shall also inform the Engineer as a good practice, at least 24 hours in advance of its intended commencement of any work / operation requiring Engineer's inspection and/or approval by forwarding the relevant details, including the resources intended to be deployed - preferably on an agreed format.

**Clause 8****Commencement, Delays and Suspension****8.3 Programme**

The following additional conditions shall also apply.

When submitting the Program, the Contractor shall submit the details of the Sections as planned by him to be executed on a Section basis. Each such Section shall include carrying out the entire scope of (a) Pre inspection, cleaning and repairs, Condition assessment by CCTV or other special devices with reporting.

At the end of the penultimate paragraph, add:

Notwithstanding the above, the Contractor should also recommend to the Engineer, practical ways and means of reducing or avoiding the adverse effects on the work, due to such specific probable future events or circumstances which may result in an increase of cost or extension of time for completion of the contract. Correspondingly the Contractor should also submit an amended programme with the objective of keeping to the Time for Completion of the Contract and to the Accepted Contract Amount.

**8.4 Extension of time for Completion**

Replace "entitled to an extension of time" with "entitled to have his claim for an extension of time considered", in the first sentence of Sub-Clause 8.4.

Add at the end of Sub-Clause 8.4

(A) For the purposes of Sub-Clause 8.4 (c), it is agreed that "exceptionally adverse climatic conditions" in respect of rain shall be exclusively where:

- (i) In any single day, the rainfall measured at the meteorological stations of Colombo, exceeds 98% of the maximum daily rainfall for that calendar month for that station, as calculated using the last 120 calendar months of that station's rainfall records or, in the case where the station's rainfall records do not extend back as far as 120 months, then that station's available records, and
- (ii) work adversely affected by rain is in progress that day.

- (B) If the Contractor is of the opinion that exceptionally adverse climatic conditions have occurred on any day then he shall notify the Engineer within 14 days of the event and shall supply relevant confirmatory rainfall data. If the Contractor does not so inform the Engineer then no extension of the Time for Completion in relation to that event will be considered or allowed.
- (C) Within 28 days of receiving the Contractor's notification of exceptionally adverse climatic conditions the Engineer shall determine the amount, if any, of the extension of the Time for Completion, taking due account of the nature and extent of the work affected, and shall notify the Contractor accordingly.

Any delay caused by exceptionally adverse climatic conditions will be "no fault delay" and cost will be deemed to lie where they fall. That is, in the case of such delay the Employer agrees to forego the right to claim Delay Damages for the period of delay and the Contractor agrees to forego any right to claim additional costs arising from such delay.

## **8.7 Delay Damages**

At the end of the penultimate paragraph, add:

Notwithstanding the above, the Contractor shall be liable to continue to provide and bear the costs of providing all the facilities stipulated in Bill 1, and other relevant Lump Sum items in other Bills applicable for the entire Contract period, during the period beyond the due date of the Time for Completion or any extensions to it, until date of the Taking-Over Certificate. Failure by the Contractor to do so shall entitle the Engineer to obtain such services by other means and recover the costs in doing so from any sum due to the Contractor under the Contract, or shall become due to the Employer from the Contractor.

## **Clause 10**

### **Employer's Taking Over**

#### **10.2 Taking Over of Parts of the Works**

At the end of Sub-Clause 10.2, add:

Notwithstanding anything to the contrary stated above, the flow of sewage along any part of the existing, rehabilitated, de-silted, and newly laid pipelines, would not constitute or construed as use of the part of Works by the Employer and shall not be deemed to have been taken over of those parts by the Employer, unless and until the submission of the Conditional Assessment reports and acceptance of same by the Engineer has issued a Taking-Over Certificate for that part or whole of the Works.

## **Clause 11**

### **Defect's Liability**

#### **11.1 Completion of Outstanding Work and Remedying Defects**

At the end of Sub-Clause 11.1, add:

Upon completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Sub-Clause 4.16.

#### **12.3 Evaluation**

The following conditions shall also apply

In valuing Variations derived from basic costs of components, it shall be valued by adding the same mark-up as quoted by the Contractor for Provisional Sums. In valuing Variations to be done by a sub-contractor, it shall be valued by adding 5% of the amount paid to the sub-contractor's quoted sum, as Profit for the Contractor.

#### **13.5 Provisional Sums**

Amend the first sentence as follows:

Each Provisional Sum shall only be used, in whole or in part, or not at all, in accordance with the Engineer's instructions and the Contract Price shall be adjusted accordingly.

**13.6 Daywork**

At the end of Sub-Clause 13.6, add:

Notwithstanding the above, the daywork rates shall not be used in general as the basis for valuation of Variations.

**Clause 14****Contract Price and Payment****14.1 The Contract Price**

Replace the last paragraph of Sub-Clause 14.1 with the following:

Notwithstanding the provisions of subparagraph (b), the Contractor's specialised Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract and are to be re-exported at the end of the Contract, may be exempted or concessions granted from payment of import duties and taxes upon initial importation up to the extent as provided by the Sri Lanka Customs, provided the Contractor follows the Carnet procedure as laid down by the Sri Lankan Customs as applicable from time to time.

At the end of Sub-Clause 14.1, add:

The Contract Price shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's equipment, Plant, materials and supplies to be used on or furnished under the Contract, and on the services performance under the Contract.

Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax that may be levied in the Employer's country on profits made by it in respect of the Contract.

All employees of the Contractor and the Subcontractors, whether local or foreign, are liable for personal taxation on their emoluments and any other benefits to be derived, in accordance with the laws and regulations being in force in Sri Lanka. In this regard the Contractor is further required to comply with the directives of the Department of Inland Revenue, where applicable.

**14.3 Application for Interim Payment Certificate**

In the first sentence of Sub-Clause 14.3 substitute six copies with three (3) copies.

**14.6 Issue of Interim Payment Certificate**

Add the following sentence at the end of subparagraph (b):

The amount to be withheld for such non-compliance shall be as determined by the Engineer.

**14.10 Statement at Completion**

In the first sentence of Sub-Clause 14.10 substitute six copies with three (03) copies.

**14.11 Application for Final Payment Certificate**

In the first sentence of Sub-Clause 14.11 substitute six copies with three copies.

Amend 14.11 (a) and (b) as follows:

- (a) the value of Works certified in the Statement at Completion
- (b) the values of any authorized additional work (Variations) done during the Defects Notification Period, and
- (c) any further sums which the Contractor considers to be due to him under the Contract or otherwise which arose in the Defects Notification Period.

## 15.6 Corrupt and Fraudulent Practice

The following sentence shall apply:

For the purposes of this Sub-Clause:

ADB's Anticorruption Policy requires that Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" means 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;
  - (iii) "coercive practice" means 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;
  - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "integrity violation" means any act, as defined under ADB's Integrity Principles and Guidelines, which violates ADB's Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice;
  - (vi) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) 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 (e) materially impeding ADB's contractual rights of audit or access to information.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will sanction impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, or administered or supported activities or to benefit from an ADB-financed, administered or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

**Clause 18.****Insurance****18.1 General Requirements for Insurances**

Continue the last sentence of Sub-Clause 18.1 with the following wording:

“... acceptable to the Employer. For this purpose an insurance agent from the issuing company should explain in person to the Employer and Engineer in the presence of the Contractor, the terms, conditions and limitations applicable to the proposed insurance cover to be issued, to confirm that such terms are in compliance with the terms of the Contract, and thereafter issue the cover as mutually agreed at such discussions.

**18.3 Insurance against Injury to Persons and Damage to Property**

Add the following at the end of Sub-Clause 18.3

- (e) shall be extended to cover liability for all loss and damage to the Employer's Personnel engaged in the supervision of the Works at Site, numbering 15, for a sum not less than LKR 20,000,000 per person per occurrence with a limit on the total liability not less than LKR 100,000,000
- (f) Prior to commencing any excavation or using any heavy equipment in close proximity to third party property, the Contractor shall at his own expense arrange his insurers to inspect such properties. He shall also prepare pre-operation condition reports of such property including any photographs, as deemed appropriate, for future reference.

**20.5 Amicable Settlement**

Delete the 2<sup>nd</sup> sentence and replace with the following:

If amicable settlement has not been reached, and unless both parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above, may move to commence arbitration after the fifty-sixth (56<sup>th</sup>) day but not later than one hundred and forty-seventh (147<sup>th</sup>) day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made. If arbitration proceedings are not commenced within such period, then the decision of the Dispute Board shall become final and binding.

# Section 9 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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# Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *date.* .....

To: ..... *name and address of the Contractor* .....

Subject: ..... *Notification of Award Contract No.* .....

This is to notify you that your Bid dated .... *date* .... for execution of the ..... *name of the contract and identification number, as given in the Bid Data Sheet* ..... for the Accepted Contract Amount of the equivalent of ..... *amount in numbers and words and name of currency* ... .., as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement



## Contract Agreement

THIS AGREEMENT made the . . . . . day of . . . . ., between . . . . . *name of the Employer*. . . . . (hereinafter “the Employer”), of the one part, and . . . . . *name of the Contractor*. . . . . (hereinafter “the Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as . . . . . *name of the Contract*. . . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the 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 documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - the Contracts Agreement,
  - the Letter of Acceptance,
  - the Letter of Technical Bid,
  - the Letter of Price Bid,
  - the Addenda Nos . . . . . *insert addenda numbers if any*. . . . .
  - the Particular Conditions of Contract – Part A,
  - the Particular Conditions of Contract – Part B,
  - the List of Eligible Countries that was specified in Section 5 of the Bidding Document
  - the General Conditions of Contract;
  - the Specifications
  - the Drawings; and
  - the completed Schedules, including Bills of Quantities, and
  - *any other documents shall be added here*
3. 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 the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . *name of the borrowing country*. . . . . on the day, month and year indicated above.

Signed by .....

Signed by .....

for and on behalf of the Employer  
in the presence of  
Witness, Name, Signature, Address, Date

for and on behalf the Contractor  
in the presence of  
Witness, Name, Signature, Address, Date

## Performance Security

..... *Bank's Name, and Address of Issuing Branch or Office* .....

**Beneficiary:** ..... *Name and Address of Employer* .....

**Date:** .....

**Performance Guarantee No.:** .....

We have been informed that . . . . . *name of the 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, a performance guarantee is required.

At the request of the Contractor, we . . . . . *name of the Bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in figures\**. . . . . ( . . . . . *amount in words*. . . . . ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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 . . . . . \*\*, and any demand for payment under it must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....  
*Seal of Bank and Signature(s)*

**Note:** *All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

**\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.**

**\*\* Insert the date twenty-eight days after the expected completion date.**

***If the Bank issuing the guarantee is located outside Sri Lanka, it shall be confirmed by and sent through a correspondent Bank located in Sri Lanka approved by the Central Bank of Sri Lanka, to make it enforceable.***

## Advance Payment Security

..... *Bank's Name, and Address of Issuing Branch or Office* .....

**Beneficiary:** ..... *Name and Address of Employer* .....

**Date:** .....

**Advance Payment Guarantee No.:** .....

We have been informed that . . . . . *name of the 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, an advance payment in the sum . . . . . *name of the currency and amount in figures\**. . . . . (*amount in words*. . . . . ) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . *name of the Bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and 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 used the advance payment for purposes other than the costs of mobilization in respect of the Works, or that it has not been possible to recover the total amount of the advance paid, from the value of Works done.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . *Contractor's account number*. . . . . at . . . . . *name and address of the Bank*. . . . .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of . . . . . , . . . . . \*\*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

.....  
*Seal of Bank and Signature(s)*

**Note:** *All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

**\* The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer. The amount shall include the VAT component payable on the advance.**

**\*\* Insert the expected expiration date of the Time for Completion.**

**If the Bank issuing the guarantee is located outside Sri Lanka, it shall be confirmed by and sent through a correspondent Bank located in Sri Lanka approved by the Central Bank of Sri Lanka, to make it enforceable.**

## 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 been taken over by the issue of a Taking-Over Certificate, and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money shall also 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]<sup>1</sup> (----- [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, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, at the latest, -----<sup>2</sup>. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458<sup>3</sup>.

.....  
**Seal of Bank and Signature(s)**

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*Note: All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

<sup>2</sup> Insert the expected expiration date of the Defects Liability Period.

<sup>3</sup> Or 758 as applicable.

**Note to Contractor:**

***If the Bank issuing the guarantee is located outside Sri Lanka, it shall be confirmed by and sent through a correspondent Bank located in Sri Lanka approved by the Central Bank of Sri Lanka, to make it enforceable.***

# Notice of Intention for Award of Contract

[on letterhead paper of the Employer]

[date of notification]

To: [name of the Bidder]  
 Attention: [insert name of the Bidder's authorized representative]  
 Address: [insert address of the Bidder's authorized representative]  
 Telephone/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]  
 E-mail Address: [insert e-mail address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have 7 days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 39.2 in Section 2.

The summary of the evaluation are as follows:

## 1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

## 2. Reason/s Why Your Bid Was Unsuccessful

.....  
 .....  
 .....  
 .....

## 3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....