

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TRANSPORT AND HIGHWAYS

ROAD DEVELOPMENT AUTHORITY



BIDDING DOCUMENT

FOR

IMPROVEMENTS OF PALAPATHWELA GALWELA ROAD (B346)
(0+000 -2+400M)

CONTRACT NO. RDA/DC/CP/GOSL/2024/06

BID SUBMITTED BY

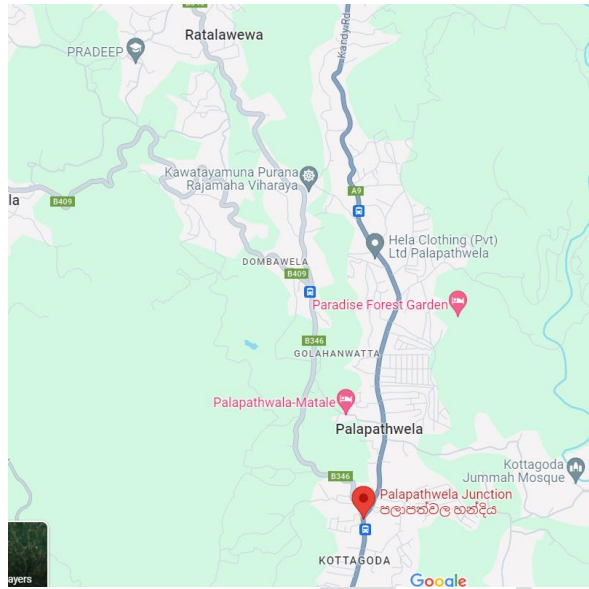
.....

[Name of the Bidder]

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Project Location Map



Introduction

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

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

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

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

The Address of CIDA is

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

VOLUME 1

VOLUME 1

- Section 1** Instruction to Bidders
- Section 3** Conditions of Contract
- Section 5** Standard Forms (Contract)

DRAFT

Section - 1

Instruction to Bidders

The text of this 'Instructions to Bidders' is found in the 'Standard Bidding Document Procurement of Works Major Contracts'

ICTAD Publication No. ICTAD/SBD/02 - Second Edition - January 2007 with **Addendum issued in October 2009 by ICTAD**

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

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

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

Section - 3

Conditions of Contract

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

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

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

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

Section - 5

Standard Forms (Contract)

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

FORM OF LETTER OF ACCEPTANCE

_____ [Date]

[Contractor's Name & Address]

This is to notify you that your bid dated for the construction and remedying the defects of the **'IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)'** under Contract No: **RDA/DC/CP/GOSL/2024/06** for the Contract Price of Rupees as corrected in accordance with Instruction to Bidders is hereby accepted.

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

The Commencement Date shall be

The amount of Performance Security is.....

The Performance Security shall be submitted on or before

Authorized Signature
Road Development Authority

Name and Title of Signatory

FORM OF PERFORMANCE SECURITY
(Unconditional)

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

Beneficiary: Director General, Road Development Authority, 1st floor, "Maganeguma Mahamedura", 216, Denzil Kobekaduwa Mawatha, Battaramulla.

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that [Name of Contractor]

(hereinafter called, "the Contractor") has entered into Contract No **RDA/DC/CP/GOSL/2024/06** dated with you, for the '**IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)**', (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the day of 2027. [28 days after the end of the Defects Notification Period] and any demand for payment under it must be received by us at this office on or before that date.

Name, Signature and the Seal of the Agency:

Name of the Organization

Designation

Date:

Witness:

Name NIC NoSignature

.....

Name NIC NoSignature

.....

FORM OF AGREEMENT

This Contract Agreement made and entered into on this[day] of[Month] 2024, by and between the Road Development Authority(RD) abody of corporate established under the Road Development Authority Act No. 73 of 1981 as amended by Act No. 05 of 1988 and No. 37 of 2009 and having its Head Office at “Maganeguma Mahamedura”, 216, Denzil Kobbekaduwa mawatha, Koswatta, Battaramulla in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as “ the Employer” which term means and includes the said RDA its successions and assigns) on the one part, And

.....[name of the Contractor]) incorporated interns of the companies, Act No. ... of[year] of Sri Lanka bearing company registration No. and having its registered office at[address of the Contractor] (hereinafter called and referred to as “the Contractor” which term means and includes the said[name of Contractor] its successions and assigns) on the other part:

Whereas the Employer desires that the Contractor execute ‘**IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)**, under Contract No: **RDA/DC/CP/GOSL/2024/06** (hereinafter called and referred to as “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

.....

.....

Name:

Authorised Signature of Employer
Road Development Authority

Authorised Signatory of Contractor
Common Seal

In the presence of Witness:

In the presence of Witness:

.....

.....

Name

Name

NIC No.

NIC No.

Address

Address

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary: Director General, Road Development Authority, 1st floor, "Maganeguma Mahamedura", 216, Denzil Kobekaduwa Mawatha, Battaramulla.

Date:

ADVANCE PAYMENT GUARANTEE No.:.....

We have been informed that [name of Contractor]

(hereinafter called, "the Contractor") has entered into Contract No: **RDA/DC/CP/GOSL/2024/06** dated2024, with you, for the '**IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)**', (hereinafter called "the Contract").

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

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

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

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

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

Name, Signature and the Seal of the Agency:

Designation

Name of the Organization

Date:

Witness:

Name NIC NoSignature

.....

Name NIC NoSignature

.....

FORM OF RETENTION MONEY GUARANTEE

(Issuing Agency's Name and Address of Issuing Branch or Office)

Beneficiary: Director General, Road Development Authority, 1st Floor, Maganeguma Mahamedura",216, Denzil Kobekaduwa Mawatha, Battaramulla.

Date: -----

RETENTION MONEY GUARANTEE No.:-----

We have been informed that ----- (name of Contractor) (hereinafter called "the Contractor") had entered into Contract No: **RDA/DC/CP/GOSL/2024/06** dated2024, with you, for the execution of '**IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)**'. (hereinafter called "the Contract")

Furthermore, we understand that, according to the Conditions of Contract, when the works have been taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

At the request of the Contractor, we -----(name of agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- (amount in figures)----- (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

The guarantee shall expire, at the latest, ----- (insert 28 days after the end of the Defects Notification Period). Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Name, Signature and the Seal of the Agency:

Name of the Organization

Designation

Date:

Witness:

Name NIC NoSignature

.....

Name NIC NoSignature

.....

VOLUME - 2

VOLUME 2

- Invitation For Bids
- Section 2 Bidding Data
- Section 4 Contract Data
- Section 6 Specifications
- Section 7 Form of Bid
- Section 8 Bill of Quantities
- Section 9 Schedules
- Section 11 Standard Forms (Bid)
- Section 10 Drawings

GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF TRANSPORT AND HIGHWAYS
ROAD DEVELOPMENT AUTHORITY
INVITATION FOR BIDS

1. The Chairman, Road Development Authority Procurement Committee, on behalf of the Road Development Authority (RDA), invites sealed bids from eligible and qualified bidders for the *project* described below:-

Contract No.	Contract Name	Engineer's Estimate w/o contingencies (Rs. Mn)	CIDA Grade	Bid Security (Rs. Mn)	Contract Period (Calendar days)
RDA/DC/CP/GOSL/2024/06	IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 – 2+400 KM)	168.1	C3 or above	2.0	273
RDA/DC/CP/GOSL/2024/07	IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (28+750 – 30+750 KM)	167.6	C3 or above	2.0	273

2. The work consists of sub base, base, shoulder, asphalt surfacing, drainage and incidental works.
3. Bidding will be conducted through the National Competitive Bidding Procedure.
4. To be eligible for contract award, the successful bidder shall be currently registered with the Construction Industry Development Authority (CIDA) in grades given in the above table in **Highway** speciality.
5. Interested bidders may obtain further information from the following offices and inspect the bidding documents via www.rda.gov.lk from **5/8/2024**
- a. Provincial Director (CP), Road Development Authority, Kandy.
T: 081-2252119
- b. Deputy Director General (Construction), Road Development Authority, 3rd Floor, "Maganeguma Mahamedura", 216, Denzil Kobekaduwa Mawatha, Battaramulla. T P :011-2864388 Fax: 011-2861821
6. The Pre-Bid meeting will be held at **10:00 hrs.** on **13.08.2024** at the office of the **Provincial Director (CP), Road Development Authority, Kandy** and a site visit will be arranged thereafter if necessary.
7. A complete set of Bidding Document in English language shall be purchased by the interested bidders via email on submission of a written application and valid cash deposit slip of non – refundable tender fee (contract number and name of the contractor should be indicated on the cash deposit slip) to Deputy Director General (Construction), RDA via email from **05.08.2024** until **26.08.2024** during 09:00 hrs to 15:00 hrs for above contract. The email address is **construction.rda@gmail.com**

Non-refundable tender fee of Rs **42,200.00** (with VAT) for the bidding document can be paid by depositing cash to the following bank account.

Account Name : Director General – RDA

Account Number : 0000001943

Bank Name : Bank of Ceylon - Corporate Branch

Original/valid cash deposit slips should be submitted with the Bids at the submission of bids and it will be checked.

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

8. Bid shall be accompanied by a Bid- Security for an amount given in the above table. Bid- Security shall be valid up to **24.12.2024**
9. Bids shall be delivered in **duplicate** to the **Road Development Authority Procurement Committee, C/o Director General, Road Development Authority, First Floor, “Maganeguma Mahamedura”, 216, Denzil Kobekaduwa Mawatha, Battaramulla** on or before **14:00 hrs** on **27.08.2024** Late bids will be rejected. Bids will be opened soon after the closing, in the presence of the bidders’ or their representatives who choose to attend.
10. Bid shall be valid up to **26.11.2024**
11. Separate sets of bidding document shall be issued for each package. In the event, a bidder submits bids for more than one packages and it becomes successful (lowest substantially responsive) for more than one packages, RDA shall assess its capacity to meet aggregated qualifying requirements for (a) Average Annual Turnover (b) Value of Liquid Assets and then calculate the lowest combination of all packages which is beneficial and economical to the RDA and will be recommend for awarding for successful bidders.

**The Chairman,
Road Development Authority Procurement Committee
Road Development Authority, First Floor, “Maganeguma Mahamedura”,
216, Denzil Kobekaduwa Mawatha, Battaramulla**

SECTION - 2

BIDDING DATA

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

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

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

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

BIDDING DATA

**Instructions
to Bidders
Clause
Reference**

1.1 Employer's Name and Address

Road Development Authority established by the Road Development Authority Act No. 73 of 1981 as amended by Act No. 05 of 1988 and No. 37 of 2009.

Name of the authorized person for acting on behalf of Employer (RDA) for the purpose of the Contract shall be as per the RDA circular No. RDA/ADGP/CIR/Vol 3 dated 08.01.2024

Address of the Employer is

Road Development Authority

"Maganeguma Mahamedura" 216, Denzil Kobbekaduwa Mawatha, Battaramulla.

Telephone: 0112862795 Fax: 0112872272

E-mail:

Scope of Works

IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)

The work consists of sub base, base, shoulder, asphalt surfacing, drainage and incidental works

1.2 Time for Completion

The Time for Completion of the whole of the Works shall be **273 Days** from the Commencement Date.

2.1 Source of funds

The source of funds is Government of Sri Lanka (GOSL)

3 Add a new sub-Clause 3.3

Clause 3.3

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

4.1 Qualification Information

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

- CIDA registration
Registration number
- Grade
- Specialty
- Expiry date
- If not VAT registered, self declaration on VAT registration
- VAT registration number
- If a Joint Venture, the agreement
- Construction Programme with critical path and cash flow forecast.
- Legal status of the bidder (sole proprietor, Partnership, Company etc.)
- Authentication signatory (written Power of Attorney) and affidavit for signatory

- Total monetary value of construction work performed for each of the last five years.
- Experience in works of a similar nature and size for each of the last ten years.
- Availability of Construction equipment.
- Availability of Staff
- Work plan and methods
- Information on current work in hand
- Non- performing contracts

4.2(a) The bidders shall have a valid registration in Grade **C3 or above** in **Highway Specialty**, on the date of closing of bids.

4.2(b) Average annual volume of construction work performed during last five years shall be at least **Rs. 290 million**.

Annual Average Construction Turnover (AACT) is calculated as follows,

$$AACT = \frac{\sum ACT_n}{5} \quad \text{where, } n = 1st \dots\dots\dots 5th \text{ year (last five years)}$$

ACT_n - Annual Construction Turnover of nth year (from the audited financial report)

4.2(c) The Bidder should have experience as prime contractor in the construction of at least one work of a nature and complexity similar to the Works of the value of which should be at least **Rs. 135 million** during the last ten years inclusive of a bridge with superstructure incorporating pre-stressed beams.

4.2(d) Essential equipment

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

<u>Machinery</u>	<u>Capacity</u>
1. Dump Truck	30 Ton
2. Excavator	120 Hp
3. wheel Loader	1.7 Cum or above
4. Generator Set	10-100 KVA
5. Backhoe Loader	50 - 100 Hp/1.0Cum
6. Breakers	
7. Asphalt Pavers	10MT
8. Pneumatic tired roller	8 - 10 Ton
9. Concrete mixture	400 ltr
10. Air compressors	250 CFM

4.2 (e) The Contract Manager shall have following qualification & experience,

Four Years B.Sc Engineering (Civil) Degree from a University in Sri Lanka or equivalent Civil Engineering Qualification recognized by the UGC and Institution of Engineering, Sri Lanka (IESL). OR Passed Part I, II and III examinations of the Institution of Engineers, Sri Lanka (IESL) OR B.Tech Degree in Civil Engineering from the Open University of Sri Lanka. The person shall have 5 years' experience in the Bridge Construction and shall have ability to lead and direct multi-disciplinary teams and experience in proper deployment and efficient management of human and other resources.

4.2(f) Liquid assets and/ or credit facilities required

The minimum amount of liquid assets available shall be Rs **65 million**.

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

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

Where,

X = Minimum amount of liquid assets available,

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

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

W = Outstanding contractual commitments as supported by an affidavit as per Form No. 07,

C = Project specific revolving line of credit given by a bank as per given Form

Note: Available Working Capital of bidder should be equal or greater than 50% of minimum amount of the Liquid Asset (i.e. Rs. 32.5 million). Line of Credit shall be provided only to satisfy the balance amount of the required amount of the Liquid Asset.

4.2 (h)

Non - Performing Contracts

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Non-performance* in a contract has not been occurred as a result of Contractor's default	must meet requirement by itself or as partner of JV	not applicable	must meet requirement by itself or as partner of JV	not applicable	Schedule No. 09 (a) & 09 (b)
<p>* All RDA projects (foreign & local funded) shall be considered for assessment of Non-performing Contracts (single entity contractor / any JV / any each partner of the JV, nominated sub-contractor) based on the following criteria.</p> <p>1. Any bidder who submits bid to this contract shall be disqualified for the award of the contract, if Notice to Correct (NC) has been issued as per Clause 15.1 of SBD 2 Condition of Contracts on the poor performance of the Contractor or similar notice as per the relevant Conditions of Contract (COC) and is imposed before 28 days prior to date of bid opening, unless the Engineer certifies that Contractor has corrected the contents of the Notice to Correct. This certificate shall be accompanied with the bid; or</p> <p>If any Contract has been terminated due to the Contractor's default within last five years prior to 5th August 2024, he shall be disqualified for the award of contract.</p>					

- 4.2 (i) Add a new sub clause 4.2 (i)
Pending Litigation and Arbitration

Criteria	Compliance Requirements			Documents	
	Requirement	Single Entity	Joint Venture		
All Partners Combined			Each Partner	One Partner	Submission Requirements
All pending litigation and arbitration, if any, 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 calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Schedule No. 10

10.1 Clarification of Bidding Documents

Employer's address for clarification of bidding documents is.

Deputy Director General (Construction),
 RDA, 3rd Floor, "Maganeguma Mahamedura", Denzil Kobbekaduwa Mawatha,
 Battaramulla
 Phone: 011 - 2864388
 Fax No. 011 - 2861821.

14.3 Add following to this clause

All taxes except VAT shall be incorporated to the rates.

14.4 Adjustment for change in cost

The Contract is subjected to price adjustments.

16.1 Period of Bid validity:

The Bid shall be valid up to **26.11.2024**

17.1 Amount of Bid security:

The amount of Bid Security is Sri Lanka Rs. **2.0 Mn.**

17.2 Validity of Bid Security

The Bid Security shall be valid up to **24.12.2024.**

The form of Bid Security shall be strictly in the format given in the Bidding Document and beneficiary should be mentioned as follow;

Director General, Road Development Authority, "MagaNeguma Mahamedura" 216, Denzil Kobbekaduwa mawatha, Battaramulla, Sri Lanka

Any unconditional guarantee issued by a bank registered in the Central Bank of Sri Lanka or CGF or Insurance company except ABC Insurance Company (Pvt) Ltd is acceptable.

- 18. Alternative Proposals by Bidders**
Delete entire Clause and substitute with the following:-
“Bidders are not allowed to submit alternate proposals”
- 19.1 Pre - Bid meeting**
Pre-bid meeting will be held on **13.08.2024** at Provincial Director (C/P), RDA, Kandy at 10:00 hrs. The site visit shall be arranged thereafter with RDA representative, if necessary.
- 20.4 Add new Sub Clause 20.4**
All pages of the Bidding documents shall be signed by the bidder and his seal affixed.
- 21.2 Submission of Bid**
- 21.2(a)** Employer’s address for the purpose of bid submission is ;
Chairman, RDA Procurement Committee
C/o Director General, Road Development Authority,
1st Floor, “Maganeguma Mahamedura”, 216, Denzil Kobbekaduwa Mawatha,
Battaramulla
- 21.2(b) Name and Identification number of Contract**
The name of the Contract is **IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)**
Contract Number is **RDA/DC/CP/GOSL/2024/06**
- 22.1 Deadline for submission of Bids**
The deadline for submission of bids is **14:00 hrs on 27.08.2024.**
- 23.1** Any bid received after the deadline for submission of bid will be returned unopened to the bidder.
- 25.1 Bid Opening**
The Bids shall be opened immediately after the deadline for submission of Bids, mentioned in sub-clause 21.2 & 22.1
- 32.1 Award**
Clause 32.1 of ITB is applicable
- 32.1** Please replace sub clause 32.1 with following

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

The following package has been invited simultaneously with this package
1. RDA/DC/CP/ GOSL/202/07

Each package will be evaluated separately pursuant to clauses 30 & 31 (if applicable).

In the event, a bidder submits bids for more than one package and it

becomes successful (lowest substantially responsive) accordance with the provisions of sub clauses 3, 4 & 5 of ITB for more than one packages, RDA shall assess its capacity to meet aggregated qualifying requirements for (a) Average Annual Turnover (b) value of liquid assets and then calculate the lowest combination of all packages which is beneficial and economical to the RDA and will be recommend for awarding successful bidder.

34.0 Authority for Signing the Agreement

Add RDA Circular RDA/ADGP/CIR/VOL-3 dated 8th January 2024 regarding empowered officers for signing the contract agreement

34.7 Add the following to the sub-clause 34.6

Escrow Agreement shall be signed within 28 Days upon the receipt of Letter of Acceptance.

35.1 Amount of Performance Security

The format of the security shall be strictly in accordance with the format given in Section 5.

The amount of Performance Security is 5% of the Initial Contract Price, subject to sub clause 3.1 (v) of Public Finance Circular No. 03/2020 (i) dated 11.01.2021 issued by Ministry of Finance.

The Performance Security shall be valid until 28 Days beyond the defect liability period.

Any unconditional bank guarantee issued by registered bank in the Central bank of Sri Lanka or CGF is acceptable

37.1 Adjudicator

Replace the Sub - Clause 37.1 with the following:-

The sole adjudicator shall be appointed by the Institute of Engineers, Sri Lanka (IESL) within 28 Days from the Commencement Date at the request of either party.

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

Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared equally by the Contractor and the Employer.

SECTION - 4

CONTRACT DATA

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

The Clause numbers given in this Section correspond to the Clauses with the same numbers in the Section 3 - 'Conditions of Contract'.

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

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

CONTRACT DATA

COC Clause Number/s	
1.1.2.2	<p>Employer's Name : Road Development Authority Employer's Address : "Maganeguna Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla</p> <p>Name of the authorized person for acting on behalf of Employer (RDA) for the purpose of the Contract shall be as per the RDA circular No. RDA/ADGP/CIR/Vol 3 dated 08.01.2024</p>
1.1.2.4	<p>The Engineer : To be appointed by Director General, RDA</p>
1.1.3.3	<p>Time for Completion is 273 Days</p>
1.1.3.7	<p>Add following, The Defects Notification Period is one Year.</p>
1.3 (b)	<p>Employer's Address</p> <p>Road Development Authority, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla.</p>
2.1	<p>Engineer's Address : Will be notified later.</p>
3.1	<p>The Start Date shall be 14 Days from the receipt of the Letter of Acceptance</p> <p>The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub - Clauses of these Conditions.</p> <ol style="list-style-type: none"> I. Clause 13.3 - Variation Procedure II. Clause 4.4 - Subcontractors III. Clause 5.0 - Nominated Subcontractors IV. Clause 8.4 - Extension of Time for Completion V. Clause 8.8 - Suspension of Work VI. Clause 8.11 - Prolonged Suspension VII. Clause 10 - Employer's Taking Over VIII. Clause 11.3 - Extension of Defects Notification Period IX. Clause 11.8 - Performance Certificate X. Clause 13.6 - Adjustments in Changes in Legislation XI. Clause 16.4 - Payment on Termination <p>Notwithstanding any obligations set out elsewhere in this Contract to obtain approval from the Employer, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties or responsibilities under the Contract, instruct the Contractor to execute all such work or to do such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Initial Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p>

<p>4.2</p>	<p>Performance Security Amount of Performance Security is 5% of the Initial Contract Price The acceptable format of the Performance Security is given in this Bidding Document. Any unconditional bank guarantee issued by registered bank in the Central bank of Sri Lanka or CGF is acceptable.</p>
<p>4.17</p>	<p>Change the Heading from ‘Quality Assurance’ to ‘Quality Control’</p> <p>Replace the text of the Sub-Clause 4.17 with the following text:</p> <p>4.17(a) Identifying Defects The Engineer shall check the Contractor’s work and notify the Contractor of any Defects that are found and shall specify a time within which the defects are to be rectified. Such checking shall not affect the Contractor’s responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.</p> <p>4.17(b) Tests If the Engineer instructs the Contractor to carry out a test which is not specified in the Specification or Bills of Quantities in sufficient details to enable the Contractor to have priced or allowed for the same in the Bid and the test shows that the workmanship or Material is defective then the Contractor shall pay for the tests and samples. If the test shows that the workmanship and Materials is in accordance with the Contract and if the Contractor suffers delay and /or incurs Cost from complying with these instructions or as a result of delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19 (Contractor’s Claims) to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 (Extension of Time for Completion); and (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 (Determinations) to agree or determine these matters. The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor’s test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.</p> <p>4.17(c) Correction of Defects</p> <p>4.17(c-1) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Notification Period, which begins at completion, and is defined in the Contract Data.</p> <p>4.17(c-2) Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer’s notice.</p> <p>4.17(c-3) On completion of the Defects Notification Period and correction of Defects in accordance with Sub-Clause 4.17(c-2) or 4.17(d), and on certification of the final payment, the Engineer shall issue the Final Payment Certificate to the Contractor.</p>

4.17(d) Uncorrected Defects
 If the Contractor has not corrected a Defect within the time specified in the Engineer’s notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

8.4 (C)

Exceptionally adverse climate conditions mentioned in Sub-clause 8.4 (C) means,

- (I) In any single day, the rainfall measured at the nearest meteorological station, exceeds the 95 percentile value of the daily rainfall for that calendar month of that station, as calculated using the last 60 calendar months of that station’s rainfall records or, in case where the station’s rainfall records do not extend back as far as 60 months, then the stations available records, and
- (II) Work is in progress that day in that station’s zone of influence
- (III) Critical Path work actions are affected as a result of adverse weather

8.7

Liquidated Damages

The Liquidated Damages for the whole of the works shall be **Rs. 98,000.00** per Day.

12.2(b)

The maximum amount of Liquidated Damages for the whole of the works shall be 10% (ten percent) of the Initial Contract Price.

13.3

Variation Procedure

Replaced with

Variation Exceeding 25 percent

If on the issue of the Taking Over Certificate for the whole of the Works it is found that there is a reduction or increase of more than 25% in the Quantity of any unit priced items in the original Bill of Quantities for which the total cost based on the rate for that item in the Bill of Quantities is more than 5% of the “ effective Contract Price”(which for the purpose of this sub- clause shall be the contract price, excluding the provisional sums and allowances for day works, if any, and the adjustment of price under sub clauses 13.6 and 13.7 at statement at completion) then,

- a. The excess quantity of particular item shall be paid as describes in following table

Excess quantity	Method of payment
up to 25%	Original Bill of Quantity rate
Between more than 25% and less than 50%	90% of Original Bill of Quantity rate
more than 50%	83% of Original Bill of Quantity rate

- b. Quantity reduction of particular item shall be paid as described below

If the final quantity of work done in particular item is 75% of the original Bill of Quantities or less shall be paid at the rate shown in the Bill of Quantities. In addition a payment of 17% of the difference between 75% of the estimated amount for that item and the final amount for that item shall be made to the Contractor.

13.4(b)	Percentage for adjustment of Provisional Sums <ol style="list-style-type: none"> 1. For the works executed by Utility Authorities - 10% 2. For the works directly executed by the Contractor - 20% 3. For supplying and services-10% 																															
13.7	<p>Price Adjustment The contract is subjected to price adjustment</p> <table border="1" data-bbox="316 416 1377 869"> <thead> <tr> <th>Input</th> <th>Input Name</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>M30C</td> <td>Emulsion CSS 1</td> <td>25.86</td> </tr> <tr> <td>M30C</td> <td>Bitumen 60/70 (using bulk price)</td> <td>25.85</td> </tr> <tr> <td>P3</td> <td>Fuel</td> <td>10.41</td> </tr> <tr> <td>M7</td> <td>Metal</td> <td>10.07</td> </tr> <tr> <td>M48</td> <td>ABC Road Metal</td> <td>7.98</td> </tr> <tr> <td>P2</td> <td>Heavy Equipment</td> <td>7.80</td> </tr> <tr> <td>L3</td> <td>Unskilled Labour</td> <td>1.04</td> </tr> <tr> <td>L2</td> <td>Semi Skilled Labour</td> <td>0.99</td> </tr> <tr> <td></td> <td></td> <td>90.00</td> </tr> </tbody> </table> <p>Non-adjustable items shall be bill no. 01 (preliminaries & Generals), Day Works, and all PS & LS items.</p>		Input	Input Name	Percentage	M30C	Emulsion CSS 1	25.86	M30C	Bitumen 60/70 (using bulk price)	25.85	P3	Fuel	10.41	M7	Metal	10.07	M48	ABC Road Metal	7.98	P2	Heavy Equipment	7.80	L3	Unskilled Labour	1.04	L2	Semi Skilled Labour	0.99			90.00
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		90.00																														
14.2	<p>Advance Payment A total Advance Payment of 20% of the Initial Contract Price net of Contingencies and Provisional Sums would be made in two equal instalments on submission of an advance payment guarantee. The second instalment would be paid only after establishing that the first instalment of the advance payment has been used exclusively for mobilization of this project and submission and approval of detailed construction programme with network analysis and resource scheduling. The advance payment guarantee shall only be from a Bank registered in the Central Bank of Sri Lanka or CGF. First part of the advance payment would only be paid after signing of a formal contract agreement.</p>																															
14.3(c)	Percentage of retention Limit of Retention Money	10% 5% of the Initial Contract Price																														
14.5	Minimum amount of Interim Payment Certificates	Rs 11 Mn. (Rupees Eleven Million).																														
14.6	<p>Add the following to the sub-clause 14.6 Payment to the Contractor shall be managed through an Escrow Account with respect to this Contract, open by the Contractor from registered bank in the Central Bank of Sri Lanka in favour of both Parties to the Contract.</p>																															
15.2(h)	<p>Add following</p> <p>Termination by Employer</p> <p>If the delay is more than the period, for which the Maximum Delay Damage is allowed to be applied, the Employer may consider this situation as Contractor's fundamental breach of the Contract, and the Employer may consider Termination of the Contract. The Delay is determined by updating the approved program with actual progress, after saving the approved program as a Baseline.</p>																															
18.2	Third Party Insurance	This amount of third party insurance per occurrence is Rupees 5,000,000. 00																														

19.3

Procedure for Adjudication

Replace the Sub - Clause 19.3 with the following:-

Either Party may initiate the reference of a dispute to the adjudicator by giving 07 Days notice to the other party.

The sole adjudicator shall be appointed by the Institute of Engineers, Sri Lanka (IESL) within twenty eight (28) Days from the Commencement Date at the request of either party.

The adjudicator shall be a professional with experience relevant to the Works and in the interpretation of contractual documents. Such Adjudicator shall have no interest financial or otherwise in the Employer, the Contractor or the Engineer nor any financial interest in the Contract except in respect of his professional fees.

The adjudicator's fee shall be agreed by both Parties and shall be borne by both parties in equal amounts.

The Adjudicator shall give the determination in writing within 28 Days or such other period of receipt of a notification of a dispute. The Adjudicator shall determine procedure as he sees fit ensuring that each party is given a reasonable opportunity to make representations including written submission and /or hearing of witnesses in person.

With the prior concurrence of both Parties the Adjudicator may take advice and assistance from independent professional advisor/s or other person/s to enable him to reach a determination on the dispute. Such costs shall be borne by both Parties in equal amounts.

Each of the Parties shall upon and in accordance with a request by the Adjudicator supply him free of charge such information and documents as he shall require for the purposes of the reference to him. That information and those documents shall be kept confidential by him and by the Parties.

The Adjudicator shall not act as an Arbitrator. The decision of the Adjudicator shall be deemed final and binding on the Parties if neither Party refers the dispute to arbitration in accordance with Sub – Clause 19.5 within twenty-eight (28) Days of the Adjudicator's determination.

SECTION - 6
SPECIFICATIONS

SPECIFICATION

Standard Specifications

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

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

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

PARTICULAR SPECIFICATIONS

PREAMBLE

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These Particular Specifications should be read in conjunction with the Standard Specifications for Construction and Maintenance of Roads and Bridges, ICTAD Publication No SCA/5 Second Edition – June 2009, which are applicable in all cases not covered herein.

The Particular Specifications for some sections of the works are comprehensive and cover the full extent of the works in these sections. In other sections they apply in conjunction with the Standard Specifications. Finally in some sections not covered in the Particular Specifications, the Standard Specifications shall apply in full.

Where there is an ambiguity or discrepancy between the Particular Specifications and the Standard Specifications, the Particular Specifications shall prevail.

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PRELIMINARIES & GENERAL

P001. Mobilization & Demobilization

The Contractor shall submit to the Engineer within 14 days from the date of Letter of Acceptance his mobilization and demobilization plan for equipment, plant and machinery required for the Project. Plan shall include the location of plant, machinery and equipment and mode of transport. Engineer shall approve the mobilization and demobilization plan and payment shall be based on schedule of mobilization.

Payment

Payment shall be made according to the schedule submitted by bidder and within the lump sum amount agreed in the Bill of Quantities.

Item No	Description	Pay Unit
P (001)	Allow for mobilization & demobilization	L.S.

1.01 LAND AVAILABLE

The land available to the Contractor free of charge shall be the land occupied by the permanent works or the existing road right of way, whichever is greater in width.

1.02 DAMAGE TO LAND AND CROPS

Where land is made available to the Contractor free of charge, the Contractor shall under no circumstances interfere with this land whether for Permanent or Temporary works until the evaluation of all compensation has taken place and permission to proceed has been received from the Engineer. Care shall be taken during the Works to ensure that no unnecessary damage is caused to the land or crops and that all reasonable precautions are taken to prevent soil erosion and mosquito breeding. On completion of the work, the land shall be left in a tidy condition as directed by the Engineer.

1.03 GRAVES, TOMBS, RELIGIOUS OR TRADITIONAL MONUMENTS

Areas which contain graves, tombs and religious or traditional monuments within the Site shall be cleared by the Contractor in accordance with the written instructions of the Engineer.

1.04 CONTRACTOR'S HOUSING, STORES AND WORKSHOP AREAS

The location and layout of housing, stores and workshop areas together with their use and detailed dimensions shall be approved by the Engineer. The Contractor shall not erect any structures on the Site without the approval of the Engineer.

On the commencement of the Contract the Contractor shall fence off all areas designated for housing, plant-yard, workshops, offices and the like. By the end of the Period of Defects Notification Period or at such earlier time as the Engineer may instruct or approve, the Contractor shall clear all structures, plant and rubble from these areas and leave them in a condition acceptable to the Engineer.

1.05 FIRST AID FACILITIES

The first aid, welfare and safety standards to be provided and observed shall be at least equal to those laid down by the Ministry of Health/Labour for Industrial sites of similar size and remoteness and approved by the Engineer.

The Contractor shall, within 24 hours of the occurrence of any accident at or about the Site or in connection with the execution of the Works, report such accident to the Engineer and to the Competent Authority where required by Law. At least one person permanently on the Site shall have been trained in first aid and the person so designated shall have been made known to the Engineer in writing and to all employees by the posting of his name and designation in a prominent position on the Site.

1.06 SECURITY SERVICES FOR ENGINEER

The Contractor shall be responsible for all matters of security concerning the vehicles and housing, offices for the Engineer. The costs in connection with this clause shall be deemed to be included in the Contractor's tendered rates.

1.07 WATER SUPPLY

The Contractor shall make his own arrangements and at his own costs for the provision from approved sources of adequate clear water for use in construction of the Works or otherwise. Quantities of water withdrawn from the approved sources shall be such that the requirements of the local population in respect of water for irrigation, drinking purposes, etc., are not interfered with. The Contractor shall have obtained permission from the appropriate Authorities in each

case for the abstraction of water from any natural source, before the Engineer approves the use of such source.

1.08 SERVICES

The Contractor shall make his own arrangements for the supply of electricity for power and light and of any other services required in order to carry out the Works and he shall make his own arrangements, subject to the approval of the Engineer, for the disposal of sewage and all waste materials during the execution of the Works. All such services shall be at the Contractor's own expense.

1.09 PROTECTION OF MAINS AND SERVICES

The Contractor shall protect and support at his own costs during the construction of the Works, all pipes, mains, cables, overhead lines and other apparatus, which might be endangered by his operations.

In the event of any pipes, mains or cables being exposed at any time, the Contractor shall immediately notify the Authority or proprietor concerned and shall not cover the exposed pipe, main or cable until it has been examined and approved by the appropriate Authority or proprietor.

Before commencing any section of the Works the Contractor shall at his own expense obtain full information with regard to the position and depth of all pipes, mains and cables.

The Contractor is responsible for making arrangements with the Public Authorities and other duly constituted bodies for the phasing into his programme of works, of all the work which needs to be done by them or their contractors concurrently with the Works. If in the execution of the Works, any damage to any service or apparatus or any interruption of or delay to the provision of any service is caused, the Contractor shall bear and pay the cost reasonably incurred by the Authority or body concerned in making good such damage and shall make full compensation to the Authority or other body for any loss sustained by reason of such interruption or delay.

In the case of damage caused to water mains, pipes or fittings less than 2 inches in diameter the Contractor shall repair the damage himself at his own expense without delay. The Contractor shall be responsible for any damage caused to the permanent works or to adjacent property by water flooding due to damage caused by him to water mains, pipes or fittings.

1.10 QUARRIES AND BORROW PITS

The Contractor shall be responsible for opening up any quarry or borrow pit and shall organize his methods of operation so that only material of a type and quality approved by the Engineer shall be selected for use in the Works. The Contractor shall provide, erect, operate and maintain all plant necessary for their proper operation, together with any access roads, temporary bridges or the like necessary for the supply to the Works of the aforementioned and pay all charges incurred, including the rights for entering the land and extracting the material, or for any other compensation.

No claim shall be allowed for delays or for any other reason in this respect.

1.11 OTHER WORKS

During the course of the Contract the Employer may cause other works such as the installation or removal or resetting of services to be carried out, on through or adjacent to the Site.

The Contractor shall at all times comply with the requirements of the relevant Clauses of the Conditions of Contract in respect of these and any other Works not included in the Contract and shall allow reasonable access as approved by the Engineer on and through the Site of the Works to any other contractor or workmen who may be working on or near the Site for this reason at no extra cost.

1.12 POSSESSION OF THE SITE

Possession of the site will be in accordance with the General Conditions of Contract. Possession will be granted in accordance with the Contractor's Programme referred to in the Conditions of Contract and the Specifications and approved by the Engineer.

1.13 BOREHOLE INFORMATION

Information regarding the position and depth of boreholes and the results obtained are shown on the drawings and Contractor shall be deemed to have considered this information and checked its accuracy during the Tender Period, and to have satisfied himself of the characteristics of the materials and the suitability of the plant and the methods of working on which he has based his rates.

1.14 WEATHER CONDITIONS

The Contractor shall not be entitled to extra payment by reason of the occurrence or effect of high winds, excessive rainfall, temperature, humidity or any other meteorological phenomena.

1.15 PROGRAMME

In addition to the requirements of the Conditions of Contract the Contractor shall furnish to the Engineer within one calendar month from the commencement date a detailed programme of the order in which he proposes to carry out the Works. The programme shall include time and progress charts so that actual progress on each operation can be shown against anticipated progress. Due allowance should be made for the seasonal rains and also in accordance with the relevant clauses in this specifications.

The Contractor shall keep the progress of the Works under continuous review. When necessary the programme shall be updated at regular intervals as required by the Engineer.

1.16 CONTRACT DOCUMENTS AND DRAWINGS

The Contractor shall be issued Contract Documents and Drawings. When necessary the Contractor shall also be supplied with two copies of any further drawings, which may be issued in accordance with the Contract.

1.17 PRESERVATION OF SURVEY MARKERS

The Contractor shall locate and where possible preserve or else relocate all survey markers established for the execution of the Works. Where such survey markers will be disturbed, the Contractor shall accurately reference these to permanent concrete markers before such work is commenced.

Where it is likely that any survey marker which is the property of the Survey Department will be disturbed, the Contractor shall inform the appropriate Survey Authorities at least 14 days before the marker is endangered and ensure that the Survey Authorities take appropriate action.

1.18 DIMENSIONS AND LEVELS

The Contractor on the Site shall verify all Dimensions and levels shown on the Drawings or mentioned in documents forming part of or issued under the Contract and he shall immediately inform the Engineer of any apparent errors or discrepancies in such dimensions or levels.

1.19 NIGHT WORKING

The Contractor may be permitted to carry out work during the night and shall submit full details of the methods of working and lighting, control of traffic and any other information, which the Engineer may request. No night working shall be carried out without the Engineer's approval, and the Engineer has the right to withhold or withdraw approval if, in his opinion, such work presents undue hazard or disturbance to the public, or is in any other way unsatisfactory.

The Contractor's intentions on night working shall be made known to the Employer on the programme of Works supplied with his tender.

1.20 AMENITY AND ACCESS

The Contractor shall ensure that, in carrying out the Works, he causes no damage by plant, workmen, flooding, subsidence or otherwise to any property. He shall take all precautions to the satisfaction of the Engineer to ensure that such hazards are avoided and public amenity maintained, and he shall be responsible for any damage that may occur.

The Contractor shall be responsible for providing and maintaining access to and along the Site for his own purposes, including any temporary river or swamp crossings he may require.

1.21 WORKS DURING DEFECTS NOTIFICATION PERIOD

After the Commencement of the Defects Notification Period, which shall normally, the Contractor shall do nothing which might endanger the safety of the public and he shall complete any outstanding works and undertake the correction of all defects as instructed by the Engineer or any other duly authorized person or Authority. Throughout the Defects Notification Period the Contractor shall notify the Engineer of the work or operations he intends to carry out and he shall obey any instructions which the Engineer may give as to the times and manner of working so that any inconvenience to the public is kept to a minimum.

1.22 CLEARING AND TRIMMING OF SITE ON COMPLETION

On completion of the Works the Contractor shall leave the Site in a tidy condition to the satisfaction of the Engineer. Particular attention shall be paid to the final levelling, grading, making good of erosion gulleys and routings, landscaping and drainage of the Site, the borrow areas and any other places adjacent to the Site interfered with by the Contractor during the Construction or the Defects Notification Period.

1.23 SPILLAGES

The Contractor shall be responsible throughout the Contract and Defects Notification Period for any spillage of fuels, bitumen, hydraulics, oils, and other lubricants or materials caused by his activities on the Works and any such spillage shall be removed and any damage repaired to the satisfaction of the Engineer at the Contractor's expense.

1.24 APPROVAL OF SUPPLIERS OF MATERIALS AND GOODS

Before entering into any agreement for the supply of any materials or goods, the Contractor shall obtain the Engineer's approval in writing of the supplier from whom he proposes to obtain such materials or goods. Should the Engineer at any time be dissatisfied with such materials or goods or with the method or operations carried out by such sub-contractor's work or place of business,

the Engineer shall be empowered to cancel his previously given approval of such sub-contractor/supplier. The Contractor shall then obtain such said materials or goods from other supplier as may be approved by the Engineer and shall bear any additional cost thereof.

1.25 COPIES OF ORDERS

The Contractor and sub-contractors shall provide the Engineer with copies of all orders, which they may place for the supply of materials or goods required in connection with the Works.

1.26 SAMPLES

In addition to any special provisions herein for the sampling and testing of materials, the Contractor shall submit to the Engineer as he may require, samples of all materials and goods, which he proposes to use or employ in or for the Works. Such samples, if approved, will be retained by the Engineer, and no materials or goods of which samples have been submitted shall be used on the Permanent Works unless and until such samples have been approved in writing by the Engineer. Notwithstanding the Engineer's approval as provided for herein the Contractor shall be solely responsible for the quality of all materials and goods supplied.

The cost of supplying all such samples and of conveying the same to such place of inspection or testing as the Engineer may designate within the country of origin and of complying with the requirements of this clause shall be deemed to be included in the rates and prices in the Contract.

1.27 TEST CERTIFICATES

Should the Engineer so require, the Contractor shall obtain Certificates of Tests from the suppliers of any Goods and shall send such Certificates to the Engineer. Such Certificates shall certify that the Goods concerned have been tested in accordance with the requirements of the Specification and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the Goods delivered to the Site with the corresponding Certificates.

The test certificates shall not release the Contractor of any of his obligations under the Contract in connection with the specifications of the relevant Goods when incorporated to the Permanent Works, nor of the necessity for further testing as required in the Specifications or directed by the Engineer.

1.28 WORKS TO BE IN THE DRY

Unless otherwise specified all the works are to be carried out in the dry and they shall be kept free from water coming from whatsoever source to the satisfaction of the Engineer.

1.29 PAYMENT FOR COMPLYING WITH ITEMS 1.01 TO 1.28

There will be no separate payment for complying with the Items 1.01 to 1.28 of this section, and the cost of complying with all the requirements stated herein shall be deemed to be included in the Contractor's rates in the remainder Bills of the Bills of Quantities.

120 AS BUILT DRAWINGS

120.1 Description

The work shall consist of preparation of As Built Drawings necessary for performance of the completion of the work covered by the Contract, the Contractor shall supply them by the dates stated in the Contract Data.

The Contractor shall retain, at his sole expense, a qualified engineer for appropriate on site construction inspections to ensure that all improvements as set forth required, pursuant to RDA standards and specification, and as-built shall be provided. The contractor shall certify, in writing, to the Engineer that the improvements were done in compliance with the approved plan or agreement pursuant to RDA Standards & Specifications and as-built shall be provided. Field managed record drawings should be provided to the Engineer with indicating additions and deletions for approval before preparation of the final as-built Drawings.

The following requirements shall be applied to each as-built drawing developed for the project and a hard copy together with an electronic CAD drawing file in digital format on CD shall submit for the Engineer.

120.2 Construction Requirement

The following items shall be required for all "As-Built Drawings.

- (a) All as-built for projects are required to be on A1 or similar size of construction drawings and shall bear the name and address, of the person who preparing the drawings and the date the as-built data is added to the original via the revision block. Electronic Auto CAD drawing files, based on the GPS coordinate, are also required (if the construction drawings are prepared based on GPS coordinates). Surveyor's/Engineer's statement (with embossed or wet seal and with an original signature on each sheet) shall verify that as-built drawings reflect the true conditions in the field.
- (b) Contractor's statement (with an original signature on each sheet) shall verify that all construction specifications and product qualities have been met or exceeded.
- (c) "AS BUILT DRAWINGS" of "RECORD DRAWING" shall be clearly labelled on each sheet.
- (d) If the details of under-ground service lines (Water, Sewerage, ducts &etc) are available needs to be included to the as-built drawings on the approval of Engineer
- (e) The location and elevation of the benchmark referenced will be shown on the drawing. If the reference benchmark is within the project, then a complete description of its location will be provided to assist in future locating.
- (f) Survey data, relative to the GPS coordinate grid, on right-of-way monuments installed or encountered within the project
- (g) Note any changes to the alignment either vertically or horizontally of curb & gutter sidewalk, pavers or any other surface improvement.

120.3 Measurement & Payments

No payment shall pay for the preparation of As built drawings. If the Contractor does not supply the As Built Drawings by the dates stated in the contract data, or they do not receive the Engineer's approval, the Engineer shall withhold the release of Final payment of the Contract.

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SECTION - 7

FORM OF BID

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FORM OF BID

IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 – 2+400 KM) Under Contract No: RDA/DC/CP/GOSL/2024/06

To: Road Development Authority.

Gentlemen:

1. Having examined the Standard Bidding Document – Procurement of Works – Major Contracts [ICTAD/SBD/02 – Second Edition, January 2007 with **addendum issued in October 2009 by ICTAD**], Specifications, Drawings, Bills of Quantities and Addenda for the execution of the above – named Works, we, the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and Addenda for the sum of Sri Lankan rupees *.....
.....
..... (Rs.....) (the bid price shall include physical & Price Contingencies and provisional sums but excluding VAT) or such other sums as may be ascertained in accordance with the above documents.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract data.
4. We agree to abide by this Bid until the date specified in ITB Clause 16..... and it shall remain bidding upon us and may be accepted at any time before that date.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.#
6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. We certify / confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

Dated this day of 2024 in the capacity of
..... Duly authorized to sign bids for and on behalf of

Signature

Address

Witness : 1 Name..... Signature

2 Name Signature

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

For the joint venture bid, add following to item 5.0:

if this bid is a joint venture bid we undertake the responsibility to enter into a joint venture agreement among the joint venture partners. We are also well aware that in the event we fail to enter into a joint venture agreement the contract formed between us is null and void and our bid bond will be forfeited by you.

SECTION - 8

BILL OF QUANTITIES

DRAFT

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with all other sections of the bidding documents.
2. General directions and descriptions of work or materials given elsewhere in the bidding Documents are not necessarily repeated in the Bills of Quantities. For the full meaning of each Item, reference should be made to the applicable passages in the bidding documents.
3. The prices and rates entered by the contractor in the Bill of Quantities shall be deemed to cover the complete and finished works in the final position as required in the bidding documents, including, inter alia, all costs and expenses which may be required in and for the construction and maintenance of the works, together with all risks, liabilities, contingencies, insurance, sampling, testing, providing all necessary assistance to the Engineer and in general all obligations imposed or implied by the contract.
4. Without affecting the generality of the foregoing provisions the prices and rates entered by the contractor in the Bills of Quantities shall also include, inter alia, all costs and expenses involved with or arising from the following:
 - i. The provision, storage, transport, handling, use, distribution and maintenance of all materials, plant, equipment, machinery and tools, including all costs, charges, dues demurrage or other outlays involved in carriage and importation.
 - ii. The provision and maintenance of all staff and labour and their payment, accommodation, transport, fares and other requirements.
 - iii. Setting out, including the location, construction and preservation of survey markers, measurement and supervision.
 - iv. The provision, storage, transport, use, handling, distribution and maintenance of all consumable stores fuel, water and electricity including the requirements of the Engineer's Representative and his staff.
 - v. The location, test proving, opening, operation, reinstatement of all quarries and borrow pits, as well as compensation and mining royalties costs associated with quarries and borrow pits or any other land the contractor may require additional to that provided free for the execution of the permanent works.
 - vi. Sampling, the transport of samples, testing, the carrying out of trial sections of earthworks, or payment and the checking of all information given by the Engineer.
 - vii. Injury caused to the Works under Construction, Plant, Materials and consumable stores by weather.
 - viii. Repairs to the Works either prior to or during the Period of maintenance.
 - ix. Maintenance work as detailed in the Specifications and the Conditions of Contract and the maintenance of public amenities.
 - x. Co-ordination with other Contractors or Authorities carrying out work either in connection with or adjacent to the Works.
 - xi. The supply of manufactures test certificates

- xii. The protection of mains and services, and cost of repairs in case of damage caused by the Contractor.
 - xiii. Pumping and de-watering; the protection of excavation faces.
 - xiv. The provision and maintenance of temporary divisions in order that through traffic flow shall remain unobstructed through the contract period and in general the provision of all temporary works required in connection with the works.
 - xv. Insurance, custom duties, taxes (without VAT), levies, first aid, welfare and safety requirements and all other overheads and costs, protection of existing bridge in case of stage construction and profit.
5. A price or rate shall be entered against each Item in the Bills of Quantities whether quantities are stated or not. Item against which no price or rate is entered shall be deemed to be covered by the other prices or rates entered by the Contractor in the Bills of Quantities. The unit price or rate entered against any Item shall take precedence over any miscalculation in the total sum against that Item. Where separate items have not been provided in the Bills of Quantities for work shall be deemed to have been included in the other prices and rates.
 6. The Quantities given in the Bills of quantities are estimated only and are given to provide a basis for the tender. No guarantee is given for their accuracy and payments to Contractor will be based on the prices and rates quoted in the bills applied to measured quantities for work done.
 7. The items in the Bills of Quantities are the general application to the whole of the works at any location on site or any part of the works as indicated in the bid documents or instructed by the Engineer's representative.
 8. Tenders which group several items together in the Bill of Quantities under one price will not be accepted.
 9. Item mentioned "Provisional" in the Bill of Quantities are not to be executed unless ordered by the Engineer. They may be expended wholly or in part or not at all as directed by the Engineer.
 10. The Units of measurement described in the Bills of Quantities are Metric Units. Abbreviations in the Bill of Quantities are as follows:

Hrs.	-	Hours	cu.deci.m	-	Cubic Decimeter
km	-	Kilometre	km-mth	-	KilometreMonths
L.m. or m	-	Linear Metre	mnth	-	Month
m ² or Sq.m.	-	Square Metre	ltr or Liter	-	Litre
m ³ or Cu.m.	-	Cubic Metre	kg	-	Kilograms
Nos.	-	Numbers	Mt. or M.T.	-	Metric Tonne
L.S.	-	Lump Sum	Veh-wk	-	Vehicle Week
P.S.	-	Provisional Sum			

DAY WORKS

1. The rates entered in the Schedule for Bill of Quantities shall form day works items for pricing extra work ordered to be done in accordance with the Contract.
2. The rates shall include all overheads and profit and all other costs of whatever nature necessary for and incidental to the performance of extra work whenever ordered and these rates required anywhere on the Site for the operation of plant the provision of labour or the provision of materials and shall be deemed to include inter alia:

Plant	Operation, maintenance, repairs, fuel, oils grease, hydraulic fluids, taxes, duties operator's wages and overtime, travelling time, transport supervision, administration costs related to the use of such plant.
Labour	Wages, overtime, bonuses, travelling time, hand tools, accommodation, fringe benefits, transport and supervision.
Materials	Provision, transport, handling, wastage and storage.

In the case of Plant and labour, only time spent working shall be paid for.

For Day works required outside the Site area (which for these purposes shall mean all areas shown on the plans for permanent works and all areas of temporary works such as Contractor's and Engineer's camps, quarry, borrow pits and their access roads, diversion roads etc.), the following should be chargeable :

- | | |
|-----------|---|
| Plant | : Actual travel time from original work site to the place of day of work (without labour charge). |
| Transport | : Travelling time of the places of transport (lorry, low loader etc.) |
| Labour | : Travel time for the means of transport used. |
| Materials | : Travelling time for the means of transport used. |

The rates shall apply only to such work, as the Engineer shall instruct in writing to be carried out as day works. All items should be priced.

Summary of Bill of Quantity

IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM) CONTRACT NO RDA/DC/CP/GOSL/2024/06

Bill No	Description	AMOUNT
1	Preliminarily & General	
2	Site Clearing	
3	Earth works	
4	Sub Base, Base and Shoulder Construction	
5	Surfacing	
6	Drainage Construction	
7	Incidental Works	
8	Provisional Sums	2,196,800.00
9	Day works	
A	Sub Total 01	-
B	Sub Total 02 (A-8) Provisional Sum Deducted from Sub Total 01	
C	Discount if any	Amount in Words
		Amount in Figures
D	Sub Total 03 ((B-C)	
E	Sub Total 04 ((D+8) Add Provisional Sums to Sub Total 03	
F	Allow for Physical Contingencies 10% (10% of E)	
G	Allow for Price Contingencies 7% (7% of E)	
H	Bid Price (E+F+G)	
I	VAT 18 % (18% of H)	
J	Bid Price with VAT (I+H)	

Amount in words: _____

Name of Authorized Officer: _____

Signature: _____

BILL No.1 : PRELIMINARY AND GENERAL ITEMS

ITEM No		DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs)
Bill	Pay					
1	P-001	Mobilization Maintenance & De-Mobilization of Contractor's facilities and Plant / Equipment	LS	Allow		
2	119(1)	Provide all necessary Insurance	LS	Allow		
3	119(2)	Provide all necessary Bonds	LS	Allow		
4	118(1)	Provide Project Name boards (2mx1.5m) as directed by the Engineer	Nr	2		
5	103(2)	Routine maintenance of existing roads	Km-Mth	21.6		
6	117(1)	Cross Sectional Detailing of full width as specified	km	2.4		
7	103(1)	Traffic safety and control	Mth	9		
Bill No.1 Carried to Summary						

BILL NO. 2 : SITE CLEARING

ITEM No		DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs)
Bill	Pay					
2.1	201(1)	Clearing and grabbing inclusive of removing top soil to an average depth of 0.15m	Sq.m	7,680.00		
BILL NO. 2 : CARRIED TO SUMMARY						

BIILL NO. 3 : EARTH WORKS

ITEM No		DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs)
Bill	Pay					
3.1	301(2)	Roadway Excavation, in Soft Rock	Cu.m	74.40		
3.2	301(11)	Roadway Excavation, unsuitable soil for construction works	Cu.m	1,413.60		
3.3	301(12)	Roadway excavation- sub grade replacement for Base failure	Cu.m	36.00		
3.4	301(16)	Preparation of sub grade in cut areas	Sq.m	1,560.00		
3.5	304(3)	Trimming , levelling & compaction of original ground	Sq.m	8,880.00		

BILL NO. 3 : CARRIED TO SUMMARY**BILL NO. 4 : SUB BASE, BASE AND SHOULDER CONSTRUCTION**

ITEM No		DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs)
Bill	Pay					
4.1	401(1)	Soil Sub base Type 1 as compacted in position	Cu.m	816.00		
4.2	408(2)	Scarification of existing base	Sq.m	12,000.00		
4.3	405(1)	Supplying, spreading & compaction of dense graded Aggregate Base Course (37.5mm)	Cu.m	3,012.00		
4.4	409(1)	Approved soil supply, spreading & compacting using machinery for Shoulder construction	Cu.m	960.00		

BILL NO. 4 : CARRIED TO SUMMARY

BILL NO. 5 : SURFACING						
ITEM No		DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs)
Bill	Pay					
5.1	501(5)	Applying Prime coat with bitumen emulsion (CSS-1) using 1 ltr/sq.m including blinding with sand at the rate of 250 sq.m/cu.m and brushing, cleaning and moistening road surface:	Sq.m	14,880.00		
5.2	502 (2)	Applying Tack coat using Bitumen Emulsion CRS-1 at the rate of 0.50 ltr/sqm.	Sq.m	15,624.00		
5.3	506(1)	Supply,Lay & compacting Asphalt concrete wearing course (40 mm)	Sq.m	15,326.40		
5.4	506(2)	Supply lay & compact Asphalt concrete binder course for regulating course	Mt.	2,234.59		
BILL NO. 5 : CARRIED TO SUMMARY						

BILBILL NO. 6 : DRAINAGE CONSTRUCTION						
ITEM No		DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs)
Bill	Pay					
6.1	301A(1)	Channel excavation soil suitable for fill	Cu.m	60.00		
6.2	301A(2)	Channel excavation, soft rock	Cu.m	30.00		
6.4	301A(5)	Channel excavation, unsuitable soil	Cu.m	510.00		
BBILL NO. 6 : CARRIED TO SUMMARY						

BILL NO. 7 : INCIDENTAL WORKS						
ITEM No		DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs)
Bill	Pay					
7.1	810(1)	Supply & Road Marking into 3.0 mm thick using reflectorized thermoplastic paint including Transport	Sq.m	800.00		
7.2	811(1)	Single pole, sign area up to 0.5m ²	Nos	10.00		
7.3	811(3)	Chervon warning sign	Nos	8.00		
BILL NO. 7 : CARRIED TO SUMMARY						

BILL No.8 : PROVISIONAL SUMS						
ITEM No		DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs)
Bill	Pay					
8.1	P(002)	Cost for Removal of Trees & relocation Utility services, grade adjustments of manholes where ever necessary	PS	Allow	2,196,800.00	2,196,800.00
BILL NO.8 CARRIED TO SUMMARY						2,196,800.00

BILL NO. 9 : DAY WORKS						
ITEM NO	RATE NO	UNIT	QTY	Rate (Rs.)	AMOUNT (Rs.)	
9.1	Labour					
9.1.1	Unskilled labour	Day	50.00			
9.1.2	Semi skilled labour	Day	10.00			
9.1.3	Skilled labour	Day	10.00			
9.1.4	Operators	Day	10.00			
	Labour carried to Summery					
9.2	Equipment					
9.2.1	Backhoe loader - 2WD, 0.15 scoop capacity	Hrs	50.00			
9.2.2	Water Bowser - 10000 ltrs	Hrs	50.00			
9.2.3	Lorry 3 Ton - 3Ton	Km	100.00			
9.2.4	Plate Compactor - 80kg tamper plates	Hrs	20.00			
	Equipment carried to Summery					
9.3	Materials					
9.3.1	Aggregate base, dense graded (37.5 mm)	Cu.m	10.00			
9.3.2	Cement, ordinary Portland	tonne	1.00			
9.3.3	Formwork, timber (smooth)	Sq.m	25.00			
9.3.4	Reinforcement, high-yield steel, Grade 460/425	kg	25.00			
9.3.5	Reinforcement, mild steel, Grade 250	kg	10.00			
9.3.6	Rubble, 100 - 150 mm	Cu.m	5.00			
9.3.7	River Sand	Cu.m	1.00			
	Material carried to Summery					
BILL NO.9 CARRIED TO SUMMARY						-

SECTION 9
SCHEDULES

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Schedule 1- General Information

For Joint Venture partners, each partner shall furnish information separately

ITB Clause Reference	Description	Information To be filled by Bidder	Remarks	
3.1	CIDA Registration		Provide certified copies and label as attachment to Clause 3.1	
	Registration Number			
	Grade			
	Specialty			
	Expiry Date			
	Number			
	Expiry Date			
4.1(a)	Legal Status		Provide certified copies of registration	
	Written power of attorney to the signatory to the bid (bids signed by other than the authorized person, shall be rejected)	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1(a)		
	If a Joint Venture, names and addresses of Joint Venture partners	1.....	Provide draft copy of Joint Venture agreement	
		2.....		
		3.....		
	If a Joint Venture, name of the Lead Partner			
For Joint Ventures, each JV partner shall furnish legal status separately				
	Name (lead partner)		Provide certified copies and label as attachment to Clause 4.1(a)	
	Legal status			
	Place of registration			
	Principal place of business			
	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 5.1		
	VAT Registration No.			
	Name (Partner 2)		Provide certified copies and label as attachment to Clause 4.1(a)	
		Legal status		
		Place of registration		

	Principal place of business		
	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 5.1	
	VAT Registration No.		
	Name (Partner 3)		Provide certified copies and label as attachment to Clause 4.1(a)
	Legal status		
	Place of registration		
	Principal place of business		
	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 5.1	
	VAT Registration No.		

Schedule 2 - Annual Turnover Information

For Joint Ventures each partner shall submit the information separately

Year	Turnover	Remarks
2023 - 2024		Attach audited reports and label as attachment to Clause 4.2
2022 - 2023		
2021 - 2022		
2020 - 2021		
2019 - 2020		

Schedule 3 - Adequacy of Working Capital

Source of Credit Line	Amount	Remarks
		Provide documentary evidence and label as attachment to Clause 4.2
Total		

Schedule 4 - Financial Data (As per Latest Audited Financial Statement)		2022/2023 or latest
1	Current Assets	
2	Current Liabilities	
3	Working Capital(1-2)	
4	Works in hand	
5	Line of credit**	
6	Available Liquid Asset {3-(0.1)x4+5}*	

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

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

*** Bidder available working capital should be equal to the 50% of minimum amount of liquid assets. (i.e Rs 32.5 Mn) Line of credit shall be provided only to satisfy balance amount of liquid assets

Schedule 5 - Construction Experience in last five years				
For JVs each JV partner shall furnish information separately				
Year	Employer	Description of Works	Amount	Contractors Responsibility (%)

Schedule 6 - Major Items of Construction Equipment Proposed		
Type	Capacity	Own, Lease or hire

Schedule 7 - Construction Management Staff		
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A: Key Professional		
----------------------------	--	--

Name	Position	Task

B: Support Staff		
-------------------------	--	--

Name	Position	Task

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Schedule 8 – Time Schedule for Key Staff

Months(in the form of a Bar Chart)													Number of Months			
Name	Position	Activiti es	1	2	3	4	5	6	7	8	9	10		11	12	

Full Time:- _____ --

Part Time:.....

Schedule No. 09 (a)
Non-Performance Contracts – Notice to Correct
Issued

[The following table shall be filled in for the bidder and for each partner of a Joint Venture]

Date: _____
Contract No.: _____
Bidder's Legal Name: _____
Page _____ of _____

1. History of Non Performing Contracts – Notice to Correct Issued

Non-Performing Contracts			
<p>Choose one of the following</p> <p><input type="checkbox"/> Notice to Correct on the poor performance or similar notice as per the relevant COC, which is imposed prior to 5th August 2024 has not been issued as specified in Section II, Bidding Data, sub clause 4.2 (h)</p> <p><input type="checkbox"/> Notice to Correct on the poor performance or similar notice as per the relevant COC, which is imposed prior to 5th August 2024 has been issued as specified in Section II, Bidding Data, sub clause 4.2 (h)</p>			
Year	Non Performed Portion of Contract	Contract Identification	Total Contract Amount (LKR)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for Notice to Correct: [indicate main reason(s), attach copy of Notice to Correct] Whether Remedies taken: (Yes/No) (If yes, attach Engineer's certificate) Current Status of Contract: (indicate completed/ongoing/ referred to dispute resolution)	[insert amount]

.....
Signature of the Bidder

The foregoing non performing contracts listed in schedule no. 09 (a) having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at [Place], on this 2024 [date]

.....
Attorney at Law

Note - if does not provide all non performing contracts shall be treated as non - responsive according to the clause 3.3 of ITB

Schedule No. 09 (b)
Non-Performance Contracts – Terminated

[The following table shall be filled in for the bidder and for each partner of a Joint Venture]

Date: _____
 Contract No.: _____
 Bidder's Legal Name: _____
 Bidder's Party Legal Name: _____

1. History of Non Performing Contracts – Terminated Contracts

Non-Performing Contracts			
Choose one of the following			
<input type="checkbox"/> Termination of contracts due to the Contractor's default did not occur within last five (5) years prior to 5th August 2024 specified in Section II, Bidding Data, sub clause 4.2 (h)			
<input type="checkbox"/> Termination of Contracts due to the Contractor's default occurred within last five (5) years prior to 5th August 2024 specified in Section II, Bidding Data, sub clause 4.2 (h)			
Year	Non Performed Portion of Contract (Rs)	Contract Identification	Total Contract Amount (LKR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance/termination: <i>[indicate main reason(s), attach relevant details]</i> Current Status of Contract: <i>(indicate completed/ongoing/ referred to dispute resolution)</i>	<i>[insert amount]</i>

.....
 Signature of the Bidder

The foregoing non performing contracts listed in schedule no. 09 (b) having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at *[Place]*, on this 2024 *[date]*

.....
 Attorney at Law

Note - if does not provide all non performing contracts shall be treated as non - responsive according to the clause 3.3 of ITB

**Schedule No. 10
Pending Litigation and Arbitration**

Each Bidder must fill out this form if so required under Criterion 4.2 (i) of Section 2, Bidding Data to describe any pending litigation or arbitration formally commenced against it.

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

Joint Venture Partner: _____

Pending Litigation and Arbitration				
<p>Choose one of the following</p> <p><input type="checkbox"/> No Pending Litigation and Arbitration in accordance with section II, Bidding Data, sub clause 4.2 (i)</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration in accordance with section II, Bidding Data, sub clause 4.2 (i)</p>				
Year of Dispute	Amount of Dispute	Outcome as percentage of Net worth	Contract Identification	Total Contract Amount
			<p>Contract Identification (<i>insert contract name, number and any other identification</i>)</p> <p>Name of Employer (<i>insert full name</i>)</p> <p>Address of Employer (<i>insert street, city, town</i>)</p> <p>Matter in dispute (<i>indicate main issues in dispute</i>)</p> <p>Status of dispute (<i>indicate if it is being treated by the adjudicator, under arbitration or being dealt with by the judiciary</i>)</p>	

.....
Signature of the Bidder

The foregoing details in the schedule no. 10 having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at
[Place], on this 2024 [date]

.....
Attorney at Law

Note - if does not provide all pending litigation arbitration shall be treated as non responsive according to the clause 3.3 of ITB

Schedule 11 - work Programme

(1st , 2nd etc. are months from the Start Date)

Construction Activity	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th									

SECTION - 11

STANDARD FORMS (BID)

FORM NO. 06: Form of Bid Security

FORM NO. 07: Form for the Affidavit for the Current Contractual Commitments

FORM NO. 08: For Letter from the Bank for Granting of A Revolving Line of Credit

FORM OF BID SECURITY

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

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

Beneficiary: Director General, Road Development Authority, "MagaNeguma Mahamedura" 216, Denzil Kobbekaduwa mawatha, Battaramulla, Sri Lanka.

Date:[insert (by issuing agency) date]

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

We have been informed that[insert (by issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution of 'IMPROVEMENT OF PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)' under Contract No: **RDA/DC/CP/GOSL/2024/06**

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

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

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

This Guarantee shall expire:

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

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

Signature and the Seal of the Guarantor:
Name of the Organization
Date:
Witness:

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

FORM FOR THE AFFIDAVIT FOR THE CURRENT CONTRACTUAL COMMITMENTS

Chairman, MPC

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

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

.....

Signature of the Bidder

The foregoing Affidavit having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at [Place], on this 2024 [date]

.....

Justice of The Peace

* Add additional rows to include all the current projects if needed

Add additional speciality to include all the current projects

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

**FOR LETTER FROM THE BANK FOR GRANTING OF A
REVOLVING LINE OF CREDIT**

FROM:

.....

.....

.....

TO : Director General,
Road Development Authority (RDA)
"MagaNeguma Mahamedura "
216, Denzil Kobbekaduwa mawatha,
Battaramulla
Sri Lanka

SUB : Letter from the Bank for providing a line of credit in favour
of (1) in case of award to them of works for
the Contract of execute '**IMPROVEMENT OF PALAPATHWELA
GALEWELA ROAD (B-346) (0+000 - 2+400 KM)**', under contract No:
RDA/DC/CP/GOSL/2024/06

Dear Sir,

We (2)bankers of (3)hereby agree to grant
revolving line of credit for an amount of Sri Lanka Rupees for the purpose of
the execution of the Civil Work Contracts under the Contract of execute **IMPROVEMENT OF
PALAPATHWELA GALEWELA ROAD (B-346) (0+000 - 2+400 KM)** Contract No:
RDA/DC/CP/GOSL/2024/06. This revolving line of credit will be maintained until the works are
taken over by the RDA.

Signature and the Seal of the Guarantor:

Name of the Organization

Date:

Witness:

Notes

- (1) Name of Beneficiary / Bidder
- (2) Name of Bank
- (3) Name of Beneficiary / Bidder
- (4) **No conditional line of credit will be accepted and any letter of line of credit, which has deviated from the specimen format, shall be treated as non - responsive.**

SECTION - 10

DRAWINGS

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