

**THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**State Ministry of Canal and Common Infrastructure Development in**  
**Settlements in Mahaweli Zones.**



**MAHAWELI AUTHORITY OF SRI LANKA**

**BIDDING DOCUMENT**

**FOR**

**Rehabilitation of Rankethwewa Tank Bund**  
**System 'D'**

**CONTRACT NO.: DDG/TS/NCB/WARI/D/17**

**Name of the Bidder: .....**

**2021**



# TABLE OF CONTENTS

## *Volume 1*

*Section 1 - Instruction to Bidders* 1-1

*Section 2 - Standard Forms* 2-1

❖ *Form of Agreement* 2-2

❖ *Form of performance Security* 2-4

❖ *Form of Advance Payment Security* 2-5

❖ *Form of Retention Money Guarantee* 2-6

*Section 3 - Conditions of Contract* 3-1

## *Volume 2*

*Invitation for Bids* 4-2

*Section 4 - Form of Bid & Qualification Information* 4-3

*Section 5 - Schedule* 5-1

*Section 6 - Specifications* 6-1

*Section 7 - List of Works & Bill of Quantities* 7-1

*Section 8 - Drawings* 8-1

*Section 9 - Standard Forms (Bid)* 9-1

*Form of Bid Security* 9-2

*Annex - 01 (Contract Management)* 10-1

*(Current Contract Commitments)* 10-2

*Annex - 02 (Affidavit)* 10-3

*Check lists for Bidders* 10-4

## **PREFACE**

This Bidding Document has been prepared based on the Standard Bidding Document-Procurement of Works, ICTAD/SBD/03 Second Edition - January 2007, published by the Institute for Construction Industry Development Authority (CIDA / ICTAD) and Subsequent Addendum 1 Issued by the CIDA/ICTAD dated 12.01.2009.

The Bidders are advised to procure the Standard Bidding Document from CIDA/ICTAD as it will not be issued with this Bidding Document.

This Standard Bidding Document ICTAD/SBD/03 and Subsequent Addendum 1 are to be read in conjunction with Schedule of Section 5 of Volume 2 of this Bidding Document.

# **VOLUME 1**

## **Section 1**

### **Instructions to Bidders**

Instructions to Bidders that will be applicable for this Contract is as given in section - 1 of the Standard Bidding Document Procurement of Works ICTAD/SBD/03 Second Edition - January 2007, published by the Institute for Construction Industry Development (CIDA/ICTAD) and Subsequent Addendum 1 Issued by the CIDA/ICTAD dated 12.01.2009

The Bidders are advised to procure the above document from CIDA/ICTAD and the Standard Bidding Document will not be issued with the Bidding Documents.

Instructions to Bidders shall be read in conjunction with Conditions of Contract given in section - 3 of the same documents and the Schedule provided under section 5 of the bidding document. (Volume2)

## **SECTION 2**

### **STANDARD FORMS**

- **Agreement**
- **Performance Security**
- **Advance Payment Security**
- **Retention Money Guarantee**

## STANDARD FORM: FORM OF AGREEMENT

THIS AGREEMENT made the ..... [day] .....[month] of 20..... between the **Director General, Mahaweli Authority of Sri Lanka, No. 500, T.B. Jayah Mawatha, Colombo 10** (hereinafter called and referred to as "the Employer") of the one part, and ..... [Name & address of Contractor] (hereinafter called and referred to as "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works Known as **Rehabilitation of Rankethwewa Tank Bund- System 'D'**, Contract No: **DDG/TS/NCB/WARI/D/17**, Contract value Rupees..... should be executed by the contractor and the Employer has accepted the Bid by the Contractor for the execution and completion of these 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 meaning as are respectively assigned to them in the Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - A. The Letter of Acceptance and Notice to proceed dated .....
  - B. The Letter of acknowledgement of the letter on (A) above by the Contractor, dated .....
  - C. The Bid, .....
  - D. Schedule
  - E. Conditions of Contract
  - F. Specifications
  - G. Drawings
  - H. Priced Bill of Quantities
  - I. Any other relevant correspondence
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to design, execute, and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

**In witness** whereof the parties hereto have caused this Agreement to be executed the day, month and year after mentioned, in accordance with the law of the Democratic Socialist Republic of Sri Lanka, signed at Mahaweli Authority of Sri Lanka, No. 500, T.B. Jayah Mawatha, Colombo 10.

.....  
Signature/Common Seal of Employer

Witness:

1. ....  
Name Designation Signature

2. ....  
Name Designation Signature

.....  
Signature/Common Seal of Contractor

Witness:

1 ....  
Name Designation Signature

ID No.....

2 ....  
Name Designation Signature

ID No.....



**STANDARD FORM: PERFORMANCE GUARANTEE  
(Unconditional)**

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

Beneficiary: **Director General Mahaweli Authority of Sri Lanka, No. 500, T.B. Jayah Mawatha,  
Colombo 10.** [Name and Address of Employer]

Date .....

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

We have been informed that .....  
**[Name of Contractor]** (Herein after called "the contractor") has entered in to **Contract No. DDG/TS/NCB/WARI/D/17**, dated .....with you for the "**Rehabilitation of Rankethwewa Tank Bund- System 'D'**" [herein after called "the Contract"]

Furthermore, we understand that, according to the conditions of contract, a performance guarantee is required.

At the request of the contractor, we .....  
**[Name of the 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 .....20..... [Insert date, 28 days beyond the intended completion Date] and any demand for payment under it must be received by us at this office on or before that date.

.....  
[Signature(s)]

FORM OF ADVANCE PAYMENT GURANTEE

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

**Beneficiary: Director General Mahaweli Authority of Sri Lanka, No. 500, T.B. Jayah Mawatha, Colombo 10.**[Name and Address of Employer]

**Date** .....

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

We have been informed that .....[Name of Contractor] (Herein after called "the contractor") has entered in to **Contract No. DDG/TS/NCB/WARI/D/17**, dated..... with you for the "**Rehabilitation of Rankethwewa Tank Bund- System 'D'**", [herein after called "the Contract"]

Furthermore, we understand that, according to the conditions of 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 the 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.

This guarantee shall expire on ..... **[Insert the date, 28 days beyond the intended completion Date]** Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....  
[Signature(s)]

**FORM OF RETENTION MONEY GUARANTEE**

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

Beneficiary: **Director General Mahaweli Authority of Sri Lanka, No. 500, T.B. Jayah Mawatha, Colombo 10.** [Name and Address of Employer]

Date .....

RETENTION MONEY GUARANTEE No.: .....

We have been informed that .....[name of Contractor]  
(herein after called " the contractor") has entered in to **Contract No: DDG/TS/NCB/WARI/D/17**  
dated.....with you "**Rehabilitation of Rankethwewa Tank Bund- System 'D'**",  
[Herein after 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 against a Retention Money guarantee.

At the request of the contractor, we ..... [Name of the 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.

This guarantee shall expire, at latest ..... [Insert 28 days after the end of the Defects Liability Period] Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....  
[Signature(s)]

## **SECTION -3**

### **Conditions of Contract**

Condition of Contract that will be applicable for this Contract is that given in section - 3 of the Standard Bidding Document Procurement of Works ICTAD/SBD/03 Second Edition - January 2007, published by the Institute for Construction Industry Development Authority (CIDA/ICTAD) and Subsequent Addendum 1 Issued by the CIDA/ICTAD dated 12.01.2009.

Conditions of Contract shall be read in conjunction with Schedule provided under section 5 of the bidding document. (Volume 2)

## **Volume 2**

### **Invitation for Bids**

**Section 4 – Form of Bid & Qualification Information**

**Section 5 – Schedule**

**Section 6 – Specifications**

**Section 7 – Bill of Quantities**

**Section 8 – Drawings**

**Section 9 – Standard Form (Bid)**

**❖ Form of Bid Security**

## Invitation for Bids

State Ministry of Canal and Common Infrastructure Development in Settlements in Mahaweli Zones.



### MAHAWELI AUTHORITY OF SRI LANKA BID NOTICE

On behalf of the Chairman, Department Procurement Committee of Mahaweli Authority of Sri Lanka (MASL), sealed Bids are invited by the Director General, Mahaweli Authority of Sri Lanka, 9<sup>th</sup> Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, up to **11.00hrs. on 05.10.2021** for the following works.

| Contract No.         | Description of Work  | Non-Refundable Bid Fee per Set of a Bidding Document (Rs.) | CIDA/ICTAD Grade, Field                      |
|----------------------|--|--|--|
| DDG/TS/NCB/WARI/D/17 | Rehabilitation of Rankethwewa Tank Bund- System 'D'<br>(Estimated Value - Rs. 4.6 Mn, Contract period - 90 days) | 2,000.00   | C8 or above for Irrigation & Drainage Canals |

Bidders, who have the Grade and field of registration under the CIDA scheme of registration mentioned in the above table against the work and in the case of the contract value is above Rs.5Mn. registered in Department of the Registrar of companies under the provision of public contract Act No.3 of 1987 only will be eligible for bidding.

Bidding will be conducted through National Competitive Bidding (NCB). Since the total cost estimates of each of these procurements are below Rs.50Mn, regional preference and CIDA grade preference shall apply as stipulated in public finance Circular No. 04/2016(iii) dated 18-02-2021. Conditions shall also apply as stipulated in public finance Circular No. 03/2020(ii) dated 11-01-2021.

Prospective Bidders can obtain the Bidding Documents by a written request on a company/firm letter head, addressed to the Deputy Director General (Technical Services), Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 from **13.09.2021** up to **04.10.2021** from **9.30 hrs to 15.00 hrs** on working days, on payment of a non-refundable tender fee as given above per set of Bidding Documents or sending the written request by email to [ddgts.masl@gmail.com](mailto:ddgts.masl@gmail.com) with the Bank Payment Slip paid the respective non-refundable tender fee to the Mahaweli Authority of Sri Lanka Bank Account no. of **2327542** at Bank of Ceylon, Hyde Park Branch. The bidding documents are issue by courier service to those who applied through email. Bidders are free to bid for more than one tender but selections will be made according to the capacity limits in the CIDA registration.

The Bidding documents may be available for inspection in the <http://mahaweli.gov.lk> website for references.

The pre-bid meeting is conducted through the zoom technology on **27.09.2021 at 11.00hrs.**

The Meeting ID: **960 7721 3528** The Pass Code: **780223**

Sealed Bids in **duplicate** clearly marked the contract name and the number on the top left corner of the envelope may be dispatched either by Registered Post or hand delivered or courier to the **Director General, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10** before **11.00 hrs on 05.10.2021**. Bids will be opened immediately thereafter. Bidders or their authorised representatives, not exceeding two (2) in numbers are permitted to be present at the opening of bids. The bid opening meeting is conducted through the zoom technology on **05.10.2021 at 11.00hrs** for those who are unable to participate physically to the bid opening meeting. The Meeting ID: **956 0135 7690**, The Pass Code: **336472**

*The bidders are encouraged to use electronic media to as far as possible overcome the current Covid 19 pandemic situation.*

For further details, please contact Technical Services Division of Mahaweli Authority of Sri Lanka on Tel: **011-2689651, 011-2687475** email: [ddgts.masl@gmail.com](mailto:ddgts.masl@gmail.com).

Director General  
Mahaweli Authority of Sri Lanka

## **SECTION 4**

### **FORM OF BID AND QUALIFICATION INFORMATION**

**FORM OF BID**

Name of Contract: **Rehabilitation of Rankethwewa Tank Bund - System 'D'**

Contract No: **DDG/TS/NCB/WARI/D/17**

To: *Director General, Mahaweli Authority of Sri Lanka, No 500, T.B.Jayah Mawatha, Colombo 10.*

Gentleman,

1. Having examined the Standard Bidding Document- Procurement of Works - Minor Contracts [ICTAD /SBD/03 - Second Edition, January 2007], Schedule, Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defects therein conformity with the aforesaid Conditions of Contract, Schedule, Specifications, Drawings, Bill of Quantities and Addenda for the Sum of Sri Lankan Rupees ..... + VAT. (Rs.....+VAT) or such other sums as may be ascertained in accordance with the said Conditions
2. We/ I acknowledge that the Schedule forms part of our Bid.
3. We/ I undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedule.
4. We/ I agree to abide by this Bid for the period of **Sixty Three (63)** days from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us/me.
6. We/ I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 20....in the capacity of .....  
Duly authorized to sign tenders for and on behalf of .....  
.....  
(IN BLOCK CAPITALS)

Signature: .....

Name: .....

Address: .....

.....

Witness.....

Occupation.....

Address: .....



## Qualification Information

(To be completed by the Bidder and submitted with the Bid)

|   |  |
|---|--|
| <b>ICTAD Registration</b>   | (attach certified copies, as annex)                              |
| Registration number   |  |
| Grade   |  |
| Speciality  |  |
| Expiry Date   |  |
|   |  |
| <b>Blacklisted Contractors</b>  |  |
| Have you been declared as a defaulted Contractor by NPA or any other Agency?  | Yes / No   |
| IF yes provide details.   |  |
|   |  |
| <b>VAT Registration No.</b>   |  |
|   |  |
| <b>Income Tax File Ref. No.</b>   |  |
|   |  |
| <b>Construction Program</b>   |  |
|   |  |
| <b>Legal Status</b>   | Public Company / Private Company / Partnership / Sole Proprietor |
|   |  |
| <b>Authentication of Signatory</b>  | (attach certified copy of Power of Attorney, as annex)           |
|   |  |
| <b>List of Resources</b>  |  |
| List of resources intended to be deployed   |  |
|   |  |
| <b>Proof for Liquid Assets and/or Credit Facilities</b>   |  |
| Relevant documents as letters issued from banks to Prove for at least Rupees <b>Three Million and Nine Hundred Thousand (3.9 Million)</b> of Liquid assets and/or Credit facilities net of other contractual commitments and exclusive of any advance payment and advance payments which may be made under the Contract | (attach as annex)  |
|   |  |
| <b>Affidavit</b>  | (Annex - 2)  |
| <b>Performance Security</b>   |  |
| Name and address of the proposed surety for the Performance Bond or Bank Guarantee.   | (See ITB Clause 31 in the schedule)                              |
| <b>Bid Security</b>   |  |
| Bid Security in the given format for the amount stated in the Schedule  | (attach)<br>(See ITB Clause 16 in the schedule)                  |

Signature of Bidder .....

## **VOLUME 2**

### **SECTION 5**

#### **SCHEDULE**

**Note:**

This section shall be read in conjunction with Section I - Instructions to Bidders and Section 3- Conditions of Contract, and is intended to provide specific information in relation to corresponding Clauses in Sections 1 & 3.

Whenever there is an ambiguity, the provisions in Section 5 - Schedule shall supersede those provided in the Section I - Instructions to Bidders and Section 3- Conditions of Contract.

## Schedule

| ITB Clause | Conditions of Contract Clause | Item                               | Data   |
|------------|-------------------------------|------------------------------------|--|
| 1.         | 1.1.8                         | Employer is                        | <b>Director General,<br/>Mahaweli Authority of Sri Lanka,<br/>500. T.B. Jayah Mawatha,<br/>Colombo 10</b>  |
|            |                               | Employer's Representative Address: | <b>Resident Project Manager (System - D),<br/>Mahaweli Authority of Sri Lanka,<br/>Resident Project Manager's Office<br/>Medirigiriya, System - 'D'</b>  |
|            | 1.1.10                        | Engineer is                        | <b>Deputy Resident Project Manager (T/S),<br/>Mahaweli Authority of Sri Lanka,<br/>Resident Project Manager's Office,<br/>Medirigiriya, System - 'D'</b> |
|            |                               | Engineers Representative           | Will be nominated by the Engineer  |
| 1.         | 1.1.21                        | Summary of work                    | The works consists of:<br><br><b>Rehabilitation of Rankethwewa Tank Bund - System "D"</b><br><br>Contract No. : DDG/TS/NCB/WARI/D/17                     |
| 1.         | 1.1.14                        | Intended Completion Days           | <b>90 Days</b> from start date   |
| 2.         |                               | Source of Funds                    | The Source of funds is GOSL.   |
| 3.         |                               | Eligibility                        | Shall hold a valid membership of the ICTAD/CIDA Grade <b>C8 or above for Irrigation &amp; Drainage Canals</b>  |

**As the Total Cost Estimate of this Procurement is below 50Mn, Regional preference and CIDA Grade Preference is applied as stipulated in public finance Circular No. 03/2020 dated 09-10-2020 and 11.01.2021.**

Minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of advance payments which may be made under the contract shall not be less than **Rupees Three Million and Nine Hundred Thousand (3.9 million)**

|   |     |                           |   |
|---|-----|---------------------------|---|
| 4 | 4.0 | Schedule of Key Personnel | The Contractor must employ the minimum number of key personnel indicated in the schedule for the proper execution of the Works. |
|---|-----|---------------------------|---|

| Grade of Staff   | Minimum Qualifications  | Minimum No of Positions |
|--|---|-------------------------|
| Construction Manager (to provide construction Management Services) | B.Sc. Eng. (Civil) or equivalent with 5 years' experience out of which 3 years in relevant field or Engineering Assistant NDT or equivalent with 8-year experience Out of which 5 years in relevant field | 1                       |
| Site Agent cum supervisor  | Minimum 5 Years' experience as Site Agent/ Supervisor in similar works  | 1                       |

Taxes

(a) Value Added Tax

VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT.

If bidder is registered for the purpose of VAT, the bidder shall indicate the amount of VAT claimed separately at the end of the Bill of Quantities, in addition to the net value of the bid, along with VAT registration number. The amount written on the Form of bid shall be without VAT. Any bidder who does not declare his VAT registration number will be liable for rejection of his bid.

If any bidder is not registered for VAT, he/she shall indicate the net value of the bid under the category bidder shall obtain a letter from the Commissioner of Inland Revenue Department, certifying the Company has not been registered for VAT shall be attached to the bid. Any bidder who does not comply with this requirement will be liable for rejection of his bid.

|    |       |                  |  |
|----|-------|------------------|--|
| 13 | 10.10 | Price Adjustment | This contract is <b>not</b> subjected to price adjustments |
|----|-------|------------------|--|

|    |  |              |  |
|----|--|--------------|--|
| 16 |  | Bid Security | Bid Security shall be an amount <b>Rs. 70,000.00</b> Valid until <b>4<sup>th</sup> January 2022</b> . Security shall be a Guarantee from a reputed bank registered under Central Bank of Sri Lanka or Construction Guarantee Fund. |
|----|--|--------------|--|

|    |         |  |  |
|----|---------|--|--|
| 31 | 4.4     | Performance Security                             | Amount of Performance Security is <b>5%</b> of the Initial Contract Price<br>Security shall be a Guarantee from a reputed bank registered under Central Bank of Sri Lanka or Construction Guarantee Fund. The form acceptable is unconditional.  |
|    | 6.4     | Late Completion                                  | The amount to be paid is <b>0.05% of initial contract price</b> per day.<br>Maximum amount is 10% of the Initial Contract Price.   |
|    | 8.1     | Notification of Defects                          | The period for Defect Notification is 365 days from Taking Over.   |
|    | 10.3    | Retention  | The amount of retention is 10% of certified work done.<br>The maximum amount of retention is 5% of Initial Contract Price.   |
| 32 | 10.12   | Advance Payment                                  | The amount of advance payment is equivalent to 30% of the initial contract price excluding provisional sums and contingencies. Upon the payment of the advance payment in full the Employer shall return the original of the advance payment guarantee to the Contractor. Security shall be a Guarantee from a reputed bank registered under Central Bank of Sri Lanka or Construction Guarantee Fund. |
|    | 13.1(c) | Insurance, third Party                           | Minimum amount for third party insurance is Rs. 500,000.00 per person per event.   |
|    | 13.1    | Insurance for Employer and Contractors Personnel | Minimum amount for Insurance for employer and Contractors Personnel is Rs. 500,000.00 per person per event   |
| 33 | 14.3    | Arbitration                                      | The composition of arbitration tribunal is three Arbitrators, one of each to be nominated by the Employer and the Contractor, and third to be appointed by the two Arbitrators who shall act as the Chairman   |

**The deadline for the submission of Bids shall be at 11.00hrs on 05.10.2021 at the Director General's Office in the 9<sup>th</sup> Floor of Mahaweli Authority of Sri Lanka, No. 500, T.B. Jayah Mawatha, Colombo 10.**

## **VOLUME 2**

### **SECTION 6**

#### **SPECIFICATIONS**

Specifications applicable for this contract are given in Specifications by

A - CIDA Publication No. CIDA/SP/102 Standard Specification for Irrigation and Land Drainage Works [1<sup>st</sup> Edition) – January 2017]

CIDA/ICTAD publications will not be issued with the Documents and the Bidder is advised to procure them from CIDA/ICTAD.

**VOLUME 2**

**SECTION 7**

**Bill of Quantities**

## **Contract: Rehabilitation of Rankethwewa Tank Bund- System 'D'**

Contract No.: DDG/TS/NCB/WARI/D/17

### **PREAMBLE TO THE BILL OF QUANTITIES**

#### **1. LOCATION**

The site is located in Medirigiriya, System - D

#### **2. RATES AND PRICES**

The bill of quantities (BOQ) and this preamble shall be read in conjunction with all the other documents forming the contract, for details of all conditions, obligations, liabilities and instructions which shall be complied with by the Contractor. The cost of complying with all such conditions, obligations, liabilities and instructions including all charges for overheads and profits and all direct taxes shall be deemed to be spread over and included in the rates or sums inserted by the Contractor in the BOQ where they are not themselves covered by specific bill items. In case of the taxes only the value added tax (VAT) will be paid separately.

All items of the work shall comply exactly with the contract unless otherwise approved by the Engineer and the rates and the sum inserted in the BOQ shall be deemed to apply to the work as specified. If, for his own convenience or reasons of availability, the Contractor proposes and the Engineer approves the use or provision of alternative items, materials or methods of working of equivalent or superior quality to those specified in the Contract, the rates and sums inserted in the BOQ shall not in any case be increased as a result.

#### **3. QUANTITIES**

The quantities of work and other items set forth in the BOQ are estimate only and are not to be considered as limiting or extending the amount of work to be done and other items to be provided by the Contractor. But any considerable variation of quantities with the BOQ must be informed to the Engineer for approval prior to its execution. The works as completed in accordance with the contract shall be measured and paid in accordance with the provision of the contract.

Where, for his own purpose or due to his default, the Contractor carries out the works in such a manner that the quantity of any item of work in a particular component to be measured for payment purposes differs from that shown on the drawings or directed by the Engineer, then payment shall be made according to the lesser of the actual quantity and that so shown or directed. An excess quantity in one part of the component shall not however be allowed to offset a deficit elsewhere in the same component for measurement purposes. Where the determination for payment purposes of the quantity of any items of the work depends upon the measurement of existing features or ground level and the like, then

prior to carrying out any operations which might affect such measurement, the contractor shall first take such levels and measurements as the Engineer may direct and, after the Engineer has had the opportunity to check the same, they shall be certified as agreed by both Engineer and the Contractor. In the event that the Contractor fails to observe the above procedure, the Engineer shall determine the quantity to be assumed for payment purposes using the best information available to him, and his decision in the matter shall be final.

Item in the BOQ marked "PROVISIONAL QUANTITY " or " PROVISIONAL ITEM " shall only be



executed if they are the subjects of a written instruction from the Engineer. The Contractor is expected to substantiate his claims under these items, where applicable, with appropriate invoices, receipts etc. The rates set out for such items shall be used for the payment of the work so ordered by the Engineer, whether the quantities shown are used wholly or in part or not at all. The indicated provisional sum is the upper ceiling for the payment of the particular item.

#### **4. UNITS**

Metric units are used throughout the BOQ for measurement purposes unless otherwise indicated. Abbreviations used in the Contract are as follows:

|    |                     |                |                        |
|----|---------------------|----------------|------------------------|
| mm | Millimetre          | m <sup>2</sup> | Square meter           |
| cm | Centimetre          | Ha             | Hectare                |
| Lm | Linear metre        | m <sup>3</sup> | Cubic meter            |
| km | Kilometre           | Nos.           | Numbers                |
| g  | Gram                | cum            | Cubic metre per second |
| kg | Kilogram            | Rs             | Sri Lankan Rupee       |
| l  | Litre               | Cts            | Cents                  |
| t  | Tonne (Metric Ton.) | MHr            | Machine hours          |

#### **5. GUIDE TO BOQ**

Schedule No.1 - Preliminary Works

Schedule No 02 - Civil Works

#### **MEASUREMENT NOTES**

##### **1). Provisional Sum Items in Bill of Quantities**

For Provisional Sum items, the Contractor is expected to substantiate his claims where applicable, with appropriate invoices, receipts etc.

##### **2) Lump Sum item in schedule 1 Bill of Quantities**

The amount quoted by the Contractor for these items are the maximum amount paid by the Employer for obtaining the said service by the Contractor throughout the construction period including any extension to the same.

The Contractor should substantiate his claims under Item 1.6 with the proofs regarding the assistance, guidance and services obtained from the construction manager with his acknowledgements for receiving the payments. The Engineer may consider the payments under this item only if construction manager effectively provided his service.

The details of the construction manager should have been provided by the Contractor in Annex-01 of this document with a firm commitment letter from him indicating that he provides his service to this particular construction work undertaken by the Contractor.

In accomplishment of all the above requirements, as the claim made by the Contractor, the payment will be made in Contractor's progress claims proportionate to the work completed in the contract to the total contract price.

**MINIMUM REQUIREMENT OF CONTRACTOR'S SITE STAFF**

The list of staff, above the supervisory grade, indicated in the schedule below is considered to be the minimum staff required at site for the execution of the Works under this Contract. However, the Bidder may revise the schedule to suit his requirements.

Cost of this staff is deemed to be covered under the unit rates for construction items by the Bidder.

| Grade of Staff<br>(1)        | Required Qualifications<br>(2)   | Minimum<br>No. of<br>positions<br>(3) | Bidder's Proposal    |                            |
|------------------------------|--|---------------------------------------|----------------------|----------------------------|
|                              |  |                                       | Qualification<br>(4) | No. of<br>positions<br>(5) |
| Site Agent Cum<br>Supervisor | Minimum 5 Years' experience<br>as Site Agent/ Supervisor in<br>similar works | 1                                     |                      |                            |

## VALUE ADDED TAX (VAT)

1. Value Added Tax (VAT) shall not be included in the unit rates for items in the Bill of Quantities and in the tender sum. **For evaluation purposes, it will be presumed that the Tender Sum does not include VAT.**
2. The VAT liability on the service rendered under the Contract shall be considered as a separate expenditure borne by the Employer, and not as a part of the Contract Price.
3. Those who intend to claim the VAT liability from the Employer shall be registered for VAT with the Department of Inland Revenue and should fill in the information required below:
  - a). Name of Contract:
  - b). Contract No:
  - c). Name & address of Bidder:
  - d). VAT Registration No.:
  - e). Bid Sum:
  - f). VAT sum at 8% due on the Bid Sum:
  - g). Signature of the Tendered:

[A copy of the Certificate of VAT Registration should be attached]

**MAHAWELI AUTHORITY OF SRI LANKA**  
**Resident Project Manager's Office - System ' D '**  
**Bill of Quantities**

**Rehabilitation of Rankethwewa Tank Bund- System 'D'**

Contract No. DDG/TS/NCB/WARI/D/17

**Summary**

| Schedule                                 | Description   | Amount (LKR)      |
|--|---|-------------------|
| No. 1                                    | Preliminaries   |                   |
| No. 2                                    | Civil work  |                   |
| A  | <b>SUB TOTAL 01</b> (Schedule No. 01 + 02)                                |                   |
| B  | Provisional Sum   | <b>108,000.00</b> |
| C  | <b>SUB TOTAL 02</b> (A-B)   |                   |
| D  | Discounts for <b>Sub Total 02</b> .... % (if any)                         |                   |
| E  | <b>GRAND TOTAL EXCLUDING VAT (To be transferred to Form of Bid) (A-D)</b> |                   |
| <b>Total Bid Price (Amount in Words)</b> |   |                   |
| F  | Value Added Tax (VAT 8%) for (E)  |                   |
|  | <b>GRAND TOTAL (E+F)</b>  |                   |
|  | <b>VAT Registration No:</b>   |                   |

Signed: .....

Signature of Bidder for and behalf of

.....  
 (Place the Common Seal)

Date: .....

**Note:** Bidders who are registered with Department of Inland Revenue for payment of VAT should be fill and annex a copy of certificate of Registration Issued by the Department. Bidder who is not registered for VAT Should Submit a letter from Department of Inland Revenue stating that they have not registered for VAT.

**MAHAWELI AUTHORITY OF SRI LANKA**  
**Resident Project Manager's Office - System ' D '**  
**Bill of Quantities**

Contract: **Rehabilitation of Rankethwewa Tank Bund- System 'D'**

Contract No. **DDG/TS/NCB/WARI/D/17**

**Schedule No 1: Preliminaries**

| <b>Item No</b> | <b>Description</b>  | <b>Unit</b>     | <b>Qty</b> | <b>Rate</b> | <b>Amount (Rs.)</b> | <b>Amount in word</b> |
|----------------|---|-----------------|------------|-------------|---------------------|-----------------------|
| 1.1            | Providing security bonds and guarantees etc.  | Provisional Sum |            |             | 27,000.00           |                       |
| 1.2            | Providing a Performance Bond  | Provisional Sum |            |             | 22,000.00           |                       |
| 1.3            | Providing insurance of property, material and works at site   | Provisional Sum |            |             | 13,000.00           |                       |
| 1.4            | Providing third party insurance   | Provisional Sum |            |             | 13,000.00           |                       |
| 1.5            | Providing insurance against accidents   | Provisional Sum |            |             | 13,000.00           |                       |
| 1.6            | Providing Construction Management Services  | Lump - Sum      |            |             |                     |                       |
| 1.7            | Protecting and safeguard the works, materials and plants against damage, trespasses or theft  | Lump - Sum      |            |             |                     |                       |
| 1.8            | Maintaining the site in a clean & order manner during the entire contact period to prevent water stagnation, eliminate mosquito breeding place. | Lump - Sum      |            |             |                     |                       |
|                | <b>Grand Total</b>  |                 |            |             |                     |                       |

**Note: Bidder shall quote for the above item 1.6, 1.7 and 1.8 and indicate the total.**

**MAHAWELI AUTHORITY OF SRI LANKA**  
**Resident Project Manager's Office - System ' D '**  
**Bill of Quantities**

Contract: **Rehabilitation of Rankethwewa Tank Bund- System 'D'**

Contract No. **DDG/TS/NCB/WARI/D/17**

**Schedule No 2: Civil Works**

| <b>Item No</b> | <b>Description of work</b>   | <b>Unit</b>    | <b>Qty</b> | <b>Rate</b> | <b>Amount (Rs.)</b> | <b>Rate in Words</b> |
|----------------|--|----------------|------------|-------------|---------------------|----------------------|
| <b>01</b>      | <b><u>Excavation</u></b>   |                |            |             |                     |                      |
| 1.1            | Stripping top soil, average 150 mm depth, and dispose as directed                          | m <sup>3</sup> | 877.15     |             |                     |                      |
| <b>02</b>      | <b><u>Filling</u></b>  |                |            |             |                     |                      |
| 2.1            | Borrowing, furnishing, placing and compacting earth in canal / backfill including watering | m <sup>3</sup> | 2,949.88   |             |                     |                      |
| <b>03</b>      | <b><u>Turfing</u></b>  |                |            |             |                     |                      |
| 3.1            | Furnishing, planting & watering turf until growth  | m <sup>2</sup> | 2,646.00   |             |                     |                      |

| Item No      | Description of work                                    | Unit            | Qty | Rate | Amount (Rs.) | Rate in Words |
|--------------|--|-----------------|-----|------|--------------|---------------|
| 4.0          | All necessary Testing as per the Engineer Instructions | Provisional Sum |     |      | 20,000.00    |               |
| <b>Total</b> |  |                 |     |      |              |               |

# **SECTION 8**

## **Drawings**



## List of Drawings

| No | Drawing Title  | Drawing Nos.         |
|----|--|----------------------|
| 01 | Design Cross Sections of Rankethwewa Tank Bund (Sheet No. 1) | RPM/D/DWG/2021/WS/04 |
| 02 | Design Cross Sections of Rankethwewa Tank Bund (Sheet No. 2) | RPM/D/DWG/2021/WS/04 |

## **SECTION 9**

### **STANDARD FORMS[BID]**

- **Bid Security**

**FORM OF BID SECURITY**

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

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

**Beneficiary:** *Director General, Mahaweli Authority of Sri Lanka, 500, T.B. Jayah Mawatha, Colombo 10.*

**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; if a joint venture, list complete legal names of partners] (Hereinafter called "the Bidder") has submitted to you its bid dated ..... [Insert (by issuing agency) date] (Hereinafter called "the Bid") for the "**Rehabilitation of Rankethwewa Tank Bund- System 'D'**", under invitation for Bids No. **DDG/TS/NCB/WARI/D/17** ("the IFB")

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

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

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

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to .....

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

\_\_\_\_\_  
[Signature of authorized representative(s)]

**Annex - 01**

**Details to be furnished regarding Item No. 1.6 of BOQ - Contract Management Services**

Furnish the names, qualifications and experience of the recommended personnel under item 1.6 of the Bill of Quantities in the Format given below. Include whether they are in-house or on contract, and if on contract, a firm commitment from the individual or the firm should be annexed.

| No. | Category (Construction Manager as requested in cl. 4.4 of bidding data) | Proposed man months (Full contract period) | Name | *Qualification/ Experience (CV to be attached) | In-house or Contract | Remuneration per man month |
|-----|---|--|------|--|----------------------|----------------------------|
|     |   |  |      |  |                      |                            |

**\*Minimum Qualification: -**

B.Sc. Eng. (Civil) or equivalent with 5 years experience out of which 3 years in relevant field or Engineering Assistant NDT or equivalent with 8-year experience Out of which 5 years in relevant field

**Other details to be furnished under bidding data - cl.4.3, regarding the key personnel to be employed for proper execution of works.**

| No. | Grade of staff            | Name | *Qualification/ Experience (CV to be attached) |
|-----|---------------------------|------|--|
| 1   | Site Agent cum supervisor |      |  |

## Form CCC

### Current Contract Commitments / Works in Progress

Name of Bidder or partner of a joint venture

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

| Name of contract | Employer, contact address/tel/fax | Value of outstanding work (LKR equivalent) | Estimated completion date | Average monthly invoicing over last six months (LKR) |
|------------------|-----------------------------------|--|---------------------------|--|
| 1.               |                                   |  |                           |  |
| 2.               |                                   |  |                           |  |
| 3.               |                                   |  |                           |  |
| 4.               |                                   |  |                           |  |
| 5.               |                                   |  |                           |  |
| etc.             |                                   |  |                           |  |

***Value at current price levels of existing commitments and on-going works to be completed during the next 1 year:***

*The Bidder shall provide evidence to substantiate the adequacy of the sources of finance to meet the Bidder's cash flow requirements on the above contracts.*

Annex -02

AFFIDAVIT

I..... (Name of the bidder) of.....  
.....(addressed of the bidder), being a Buddhist/Christian/ Muslim/ .....(religion) do hereby solemnly, sincerely and truly declare and affirm as follows;

1. I am the Affirmant/ sworn above named.
- 2 My National Identity Card No. is.....
- 3 I hereby declare and affirm that all information furnished in our tender including details submitted in Annex-2a as Work in Hand are true and correct.

.....

Signature

The above contents were read by the affirmant who having understood the same, affirmed/ swore to and placed his signature in my presence at .....  
on this ..... day of .....



Before me

.....

Justice of the Peace

**Annex – 03**

**Check List for Bidders**

Bidders are advised to fill the following table:

| <b>ITEM</b>   | <b>YES<br/>(tick)</b> | <b>REFERENCE</b> |
|---|-----------------------|------------------|
| <b>Form of Bid</b>  |                       |                  |
| Addressed to the Employer?  |                       |                  |
| Completed?  |                       |                  |
| Signed?   |                       |                  |
| <b>Bid Security</b>   |                       |                  |
| Submitted in the given format?  |                       |                  |
| <b>Qualification Information</b>  |                       |                  |
| All relevant information completed?   |                       |                  |
| Signed?   |                       |                  |
| <b>Addendum</b>   |                       |                  |
| Contents of the addendum (if any) taken into account?   |                       |                  |
| <b>Other</b>  |                       |                  |
| Affidavit completed as Annex-2  |                       |                  |
| Liquid Assets and/or credit facilities  |                       |                  |
| CV of personnel to be engaged in construction management services and key personals to be engaged in this contract. |                       |                  |
| List of Resources intended to be deployed for this tender   |                       |                  |
| <b>BID package</b>  |                       |                  |
| All the documents given in ITB Clause 12 enclosed in the original and copy?   |                       |                  |