

THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF IRRIGATION



MAHAWELI AUTHORITY OF SRI LANKA

BIDDING DOCUMENT

For

**LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN
WALAWA SYSTEM**

CONTRACT NO.: DDG/TS/CON/W/JC/76

NAME OF THE BIDDER :

EMAIL ADDRESS :

WHATSAPP NUMBER :

AUGUST 2024

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SECTION – 01

INSTRUCTIONS TO BIDDERS

Instructions to bidders applicable for this Contract are that given in section – 01 of the standard Bidding Document for Procurement of Works, ICTAD Publication No. ICTAD/SBD/01, second Edition, January 2007, published by the Institute for Construction Training and development (ICTAD).

This publication will not be issued with the Documents and the Bidder is advised to procure it from ICTAD.

Instructions to Bidders shall be read in conjunction with Bidding Data provided under Section – 05 of the Bidding Document.

Instructions to Bidders will not be a part of the Contract.

VOLUME 1

SECTION 2

STANDARD FORMS (CONTRACT)

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

STANDARD FORM: FORM OF AGREEMENT

This Agreement, made the [day] of[month] 2024 between Mahaweli Authority of Sri Lanka incorporated under the provisions of the Mahaweli Authority of Sri Lanka Act. No. 23 of 1979 having its Head Office at No. 500, TB Jayah Mawatha, Colombo 10 (hereinafter called the Employer) of one part and
.....
.....
(Hereinafter called the Contractor) of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz “**LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM**”, **DDG/TS/CON/W/JC/76** and has accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

- (1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter 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 dated
 - b. The Letter of Acknowledgement of the letter in (a) above by the Contractor dated
 - c. The said Bid dated
 - d. Addenda Nos.....
 - e. Contract Data
 - f. Conditions of Contract
 - g. Specifications by
Publication No. CIDA/SP/102 Standard Specification for Irrigation and Land Drainage Works (1st Edition-January 2017)
 - h. Drawings
 - i. Priced Bill of Quantities
 - j. Any other relevant Correspondence (Specify)
- (3) In Consideration of the payments to be made by the Employer to the contractor as hereafter mentioned the Contractor hereby convents with the Employer to execute, complete and remedy any defects therein in conformity in all respect with the provisions of the Contract.
- (4) The Employer hereby convents to pay the contractor in consideration of the execution, completion and remedying any defects wherein the Contract Price at the time and in the manner prescribed by the Contract.

In witness whereof the employer has set his hand and the Contractor has set his hand/has caused his common seal to be hereunto affixed on the day, month and year afore written at the beginning hereof

Signature/Common Seal of Employer

was hereunto affixed in the presence of

Witness:

- 1)
- 2)

Signature/Common Seal of

was hereunto affixed in the presence of

Witness:

- 1).....
- 2)

**STANDARD FORM: PERFORMANCE GURANTEE
(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/CON/W/JC/76** dated
.....with you for the "**LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN
WALAWA SYSTEM**" [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 theDay of2024 [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)]

STANDARD FORM: 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/CON/W/JC/76** datedwith you for the "**LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM**", [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)]

STANDARD FORM: 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/CON/W/JC/76** dated..... with you "**LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM**", [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)]

VOLUME 1

SECTION 3

CONDITIONS OF CONTRACT

Conditions of Contract that will be applied for this Contract is that given in Section - 3 of the Standard Bidding Document for Procurement of Works, ICTAD Publication No. ICTAD/SBD/01, Second Edition January 2007 published by the Institute for Construction Training and Development (ICTAD).

This publication will not be issued with the Bid documents and the Bidder is advised to procure it from ICTAD.

Conditions of Contract shall be read in conjunction with Contract Data provided under Section - 5 of the Contract Documents.

Invitation for Bids

Ministry of Irrigation.



MAHAWELI AUTHORITY OF SRI LANKA

BID NOTICE

On behalf of the Chairman, Department Procurement Committee of Mahaweli Authority of Sri Lanka (MASL), sealed Bids will be received by the Director General, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, up to **11.00 hrs** on **27.08.2024** for the following works.

Contract No.	Description of Work	CIDA(Grade) & Field of Registration	Non-Refundable Bid Fee per Set of a Bidding Document (Rs.)
DDG/TS/CON/W/JC/76	LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM(Estimate Rs. 22.88 Mn including price contingencies without VAT, Contract period 365 days)	C5 and C4 for Irrigation & Drainage Canals	5,000.00

Bidders, who have the Grade and final of registration under the CIDA scheme of registration mentioned in the above table against the work and in the case of the contract value above Rs. 5 Mn. 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 Estimated Value of Work to be performed under this procurement (excluding VAT and other taxes) is below Rs. 50 Mn, regional preference and CIDA grade preference shall apply as stipulated in the Public Finance Circular No. 04/2016 (iii) dated 18.02.2021, Public Finance Circular No. 01/2024 dated 01.03.2024 and other Government Circulars issued time to time.

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 **05.08.2024** up to **26.08.2024** 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. 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 **Deputy Director General (Technical Services) Office, Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T.B. Jayah Mawatha, Colombo 10** for free of charge from **05.08.2024** up to **26.08.2024** from **9.30 hrs** to **16.00 hrs** on working days and in the <http://mahaweli.gov.lk> website.

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 to the **Director General, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10** before **11.00 hrs** on **27.08.2024**. Bids will be opened immediately thereafter. Bidders or their authorized representatives, not exceeding two (2) in numbers are permitted to be present at the opening of bids.

For further details, please contact Technical Services Division of Mahaweli Authority of Sri Lanka on **Tel: 011-2689651, 011-2687475**.

**Director General
Mahaweli Authority of Sri Lanka**

VOLUME 2

SECTION 4

FORM OF BID & QUALIFICATION INFORMATION

FORM OF BID

Name of Contract: **LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM.**

Contract No: DDG/TS/CON/W/JC/76

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

Gentleman,

1. Having examined the Conditions of Contract given in the Standard Bidding Document – Procurement of Works [ICTAD/SBD/01 – Second Edition , January 2007], Specifications, Drawings and Bill 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 said Conditions of Contract, 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 acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid for the period of **Seventy Seven (77)** days from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated thisday of 2024 in the capacity ofduly authorized to sign Bids 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)

ICTAD Registration	(attach certified copies, as annex)
Registration number	
Grade	
Speciality	
Expiry Date	
VAT Registration No.	
Income Tax File Ref. No.	
Construction Program	(attach as annex)
Legal Status (Sole proprietor, Partnership, Company etc.)	(attach certified copies, as annex)
Authentication of Signatory	(attach certified copy of Power of Attorney, as annex)
Value of construction works performed in last 5 years	(attach certified copies of Certificate of Completion etc., as annex)
Value of similar works completed in last 10 years (indicate only the three largest projects and attach certified copies of Certificate of Completion)	(Form EXP-2)
Key Personnel	
Qualification and Experience of key personnel (for minimum requirements see Sub-Clause 9.1 of Contract Data)	(Annex - 01)
List of Resources	
List of resources intended to be deployed	(attach as annex)
Proof for liquid assets and/or credit facilities.	
Proof for at least Rupees Four Million six Thousand (Rs. 4.6 Million) of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract.	(attach as annex)
Work in hand and Affidavit	(Form -CCC & Annex – 02b)
Performance Security	
Name and address of the proposed surety for the Performance Bond or Bank Guarantee referred to in Clause 52 of the Conditions of Contract.	
Bid Security	
Bid Bond in the given format for the amount stated in the Bidding Data	(attach)

Signature of Bidder

VOLUME 2

SECTION 5

BIDDING DATA & CONTRACT DATA

G. Bidding Data

Instructions to Bidders

Clause Reference

(1.1) The Employer is

Name: **The Director General, Mahaweli Authority of Sri Lanka**
Address: **9th Floor,
No. 500, T.B. Jayah Mawatha,
Colombo 10.**

Authorized Representative

Name: **Deputy Director General(T/S)**
Address: **Mahaweli Authority of Sri Lanka
3rd Floor,
No. 500, T.B. Jayah Mawatha,
Colombo 10.**

The Works consists of: **LIGHT JUNGLE CLEARING AND MAINTENANCE OF
LBMC IN WALAWA SYSTEM.**

The site is located in **Left Bank Main Canal at Walawa System.**

(1.2) Intended Completion Date is **365 days** from the Start Date.

(1.3) the office for collection of bid forms is

Name: **Technical Services Division**
Address: **Mahaweli Authority of Sri Lanka
No. 500,
T.B. Jayah Mawatha,
Colombo 10**

The non-refundable Bid fee is Rupees **5,000.00**
The Bid forms will be issued until 15.00 hrs. On **26.08.2024**

(2.1) the source of funds is Government of Sri Lanka. (GOSL)

(3.1) the registration required
Specialty: **Irrigation & Drainage Canals / Bridges**
Grade : **CIDA- C5 and C4.**

Bidders, who have 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 Estimated Value of Work to be performed under this procurement (excluding VAT and other taxes) is below Rs. 50 Mn, regional preference and CIDA grade preference shall apply as stipulated in the Public Finance Circular No. 04/2016 (iii) dated 18.02.2021 & Public Finance Circular No. 01/2024 dated 01.03.2024. Hence for the Southern, Uva & Sabaragamuwa Province contractor having the grade C6 & C5 are granted the 5% regional preference. Conditions shall also apply as stipulated in other Government Circulars issued time to time.

(4.1) (4.1) The following information shall be provided in Section 4

- CIDA Registration
 - Registration number
 - Grade
 - Specialty
 - Expiry Date
- VAT Registration number
- Construction Programme
- Legal Status (Sole proprietor, Partnership, Company etc.)
- Total monetary value of construction works performed for last five year;
- Major items of construction equipment proposed to carry out the contract
- Qualifications and experience of key site management and technical personnel proposed for the Contract (Annex 1)
- Proof for at least **Rupees Four Million, Six Hundred Thousand (Rs. 4.6 Million)** of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract.
- Works in hand form-ccc

(4.4)

- Average of the annual volume of construction work performed in the last five years shall be at least **Rupees Thirty Three Million (Rs. 33.0 Million)**.
- Proposal for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data clause 4.3.
- Following technical and managerial Staff:

Grade of staff	Minimum qualifications	Minimum no of positions
Site Agent cum Supervisor	Minimum 5 years' experience as site agent in similar works or NCT with minimum 3 years in similar works	1

- The minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall not be less than Rs. **4.6 million**.

(9.1)

Employer' address for the purpose of clarification is ;

Name Deputy Director General (T/S)

Address 3rd Floor, No 500, T.B.Jayah Mawatha, Colombo 10.

Fax 0112689651

(11.1)

The language of the bidding document shall be in English

- (13.3) (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. However, VAT component shall be shown separately at the end of the BOQ.
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, bidder shall obtain a letter from the Commissioner of Inland Revenue Department, certifying the Company has not been registered for VAT and shall be attached to the bid. Any bidder who does not comply with this requirement will be liable for rejection of his bid.
- (13.4) The Contract is **subjected** to price adjustment in accordance with Clause 47 of the Conditions of Contract.
- (15.1) The Bid shall be valid up to **12.11. 2024**
- (16.1) Bid shall include a Bid Security using the form included in section 9.
- (16.2) The Bid Security shall be:
 - For an amount **Rs. 330,000.00**
 - Valid until **10.12.2024**Issued by an agency acceptable to Employer using the form for bid security (unconditional guarantee) included in section 9, standard forms
Security shall be a Guarantee from a reputed bank registered in Central Bank of Sri Lanka or Construction Guarantee Fund. The form acceptable is unconditional.
- (19.2) a The address for delivery of the Bids is:
**Chairman, Department Procurement Committee,
Mahaweli Authority of Sri Lanka,
9th Floor, Procurement Section,
No. 500, T.B.Jayah Mawatha,
Colombo 10.**
- (19.2)b Contract Name: **LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM**
Contract No. - **DDG/TS/CON/W/JC/76**
- (20.1) The deadline for submission of Bids shall be **11.00** hrs on **27.08.2024**
- (23.1) Bids will be opened immediately after closing of Bids at **11.00** hrs **27.08.2024** at the **Director General (MASL)'s Office, MASL, 9th Floor, No.500, T.B. Jayah Mawatha, Colombo 10.**
- (34.0) Amount of Performance Security required is 5% of the Initial Contract Price.

Contract Data

(Please note that the Clause nos. given hereunder is that of Conditions of Contract. The information given under Contract Data will supersede Conditions of Contract)

(1.1) The Employer is:
Name: **The Director General, Mahaweli Authority of Sri Lanka**
Address: **9th Floor,
No. 500, T.B. Jayah Mawatha,
Colombo 10.**

Employer's Authorized Representative is:
Name: **Deputy Director General (Technical Services)**
Address: **Mahaweli Authority of Sri Lanka
3rd Floor,
No. 500, T.B. Jayah Mawatha,
Colombo 10.**

Engineer is **Deputy Resident Project Manager (Technical Service)
Resident Project Manager's Office
Mahaweli Authority of Sri Lanka
Embilipitiya.**

Name of Engineer's Representative: To be nominated by the Engineer

The Works consists of:

LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM

Contract No. DDG/TS/CON/W/JC/76

The site is located in **Left Bank Main Canal in Walawa System.**

The Start Date shall be 14 Days from the Date of the Letter of Acceptance.

The **Intended Completion Date** for the whole of Works shall be **365 days** from the Start Date.

(7.2) add the following as new Sub-Clause 7.2:
To subcontract a part of value exceeding 5% of the Initial Contract Price, the Employer's approval is required.

(8.1) Schedule of other Contractors: None

(9.1) Schedule of Key Personnel

The Contractor must employ the minimum number of key personnel indicated in the schedule below for the proper execution of the Works.

Grade of staff	Minimum qualifications	Minimum no of positions
Site Agent cum Supervisors	Minimum 5 years' experience as site agent in similar works or NCT with minimum 3 years in similar works	1

The above schedule defines the minimum requirements and the Contractor must employ sufficient numbers to suit the requirements.

(13.1) the minimum insurance covers shall be:

- (a) • The maximum deductible for insurance of the Works and of Plant and Materials is 5% of the Initial Contract Price
 - The minimum cover for insurance of the Works and of Plant and Materials is 110% of the Initial Contract Price
- (b) • The maximum deductible for insurance of Equipment is 2% of the Initial Contract Price
 - The minimum cover for loss or damage to Equipment is 5% of the Initial Contract Price
- (c) • The maximum deductible for insurance of other property is Nil
 - The minimum cover for insurance of other property is Rs. 500,000/-
- (d) • The minimum cover for personal injury or death,
 - For third party and employees of the Employer and other persons engaged by the Employer Rs. One million per event.

(13.2) The minimum cover for personal injury or death

- For the Contractor's workmen is Rs. One million per person per event
- For Contractor's employees other than workmen is Rs. One million. per person per event

(14.1) Site investigation report: None

(17.1) The Intended Completion Date for the whole of Works shall be **365 days** from the Start Date.

(21.1) The **Site Possession Date** shall be 7 Days from the Date of Letter of Acceptance.

(26.2) Delete the sub clause insert the following.

The composition of the arbitral tribunal is three Arbitrators, one of each to be nominated by the Employer and the Contractor, and the third to be appointed by the two Arbitrators who shall act as the Chairman.

- (27.1) The Contractor shall submit a revised Program for the Works within 14 Days of Date of the Letter of Acceptance.
- (27.3) The Period between Program update is 28 Days
- (27.4) The amount to be withheld for late submission of an updated Program is 2% of the Initial Contract Price
- (39.2) Engineer may order variations up to 5% of the contract sum. If the variation exceeds 5 %, Employer's approval shall be obtained prior to commencement.
- (47.1) The Contract Price is subjected to price adjustment

Indices No	Indices Name	Input Percentage
L3	Unskilled Labour	59.17%
P3	Fuel	17.26%
P1	Small Equipment	13.57%
	Total	90.00%

All Preliminary items and all Provisional Sum items are non-adjustable elements.

- (49.1) The liquidated damages for the Works shall be **0.05% of Initial Contract Price Per Day**. The maximum amount of liquidated damages for the whole of the Works shall be 10% of the initial contract price.
- (50.1) The maximum amount of liquidated damages for the whole of the Works shall be 10% of the initial contract price.
- (51.1) The advance payment amount is **30%** of the contract sum (Less 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.
- (52.1) Amount of Performance Security required is 5% of the Initial Contract Price and shall be a **Guarantee from a reputed bank registered in Central Bank of Sri Lanka or Construction Guarantee Fund. The form acceptable is unconditional.**
- (58) Delete the entire texts of Sub-Clauses 58.1 and 58.2.
- (60.1) the percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 25%

VOLUME 2
SECTION 6
SPECIFICATIONS

Specifications applicable for this contract are given in Specifications by

- a. CIDA/SP/102 Standard Specification for Irrigation and Land Drainage Works (1st Edition-January 2017)

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

VOLUME 2

SECTION 7

BILL OF QUANTITIES

**LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM
CONTRACT NO. DDG/TS/CON/W/JC/76**

PREAMBLE TO THE BILL OF QUANTITIES

1. LOCATION

The site is located in **Left Bank Main Canal in Walawa System.**

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, 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	sq.m.	Square meter
cm	Centimetre	Ha	Hectare
m	Linear metre	cu.m	Cubic meter
km	Kilometre	No.	Numbers
g	Gram	cumec	Cubic metre per second
kg	Kilogram	Rs	Sri Lankan Rupee
l	Litre	Cts	Cents
MT	Tonne (Metric Ton.)	MHr	Machine hours

5. GUIDE TO BOQ

Schedule 01
Preliminary Items

Schedule 02
Construction Items.

MEASUREMENT NOTES

1). Provisional Sum Items in Schedule 1 of the Bill of Quantities

For Provisional Sum items under Schedule 1, 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 services by the Contractor throughout the construction period including any extension to the same.

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 (1)	Required Qualifications (2)	Minimum No. of positions (3)	Bidder's Proposal	
			Qualification (4)	No. of positions (5)
Site Agent	Minimum 5 years' experience as site agent in similar works or NCT with minimum 3 years in similar works	1		

VALUE ADDED TAX (VAT)

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.**

1. 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.
2. 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 due on the Bid Sum:
 - g). Signature of the Tenderer:

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

LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM

SUMMARY

Contract No. – **DDG/TS/CON/W/JC/76**

Schedule No.	Description	Amount Rs. Ct.
Schedule No 01	Preliminaries	
Schedule No 02	Civil Works	
A	SUB TOTAL 01 (Schedule 01 + Schedule 02)	
B	<u>Ddt</u> – Provisional Sum	325,000.00
C	SUB TOTAL 02 (A-B)	
D	<u>Ddt</u> - Discount (if any)% (....% of C)	
E	SUB TOTAL 03 (A-D)	
F	Add - Price Contingencies (3% of E)	
G	TOTAL without VAT – (Discounted Prices to be transferred to form of Bid) (E + F)	
TOTAL BID PRICE (AMOUNT IN WORDS)		
H	Add - VAT (18%) for G	
GRAND TOTAL INCLUDING VAT (G + H)		
VAT Registration No.		

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 fill and annex a copy of Certificate of Registration issued by the Department.

Bidders who are not registered for VAT should submit a letter from Department of Inland Revenue, stating that they have not registered for VAT.

SCHEDULE 01 - PRELIMINARIES

Item No:	Description	Unit	Qty	Amount (Rs.)	Amount in Words
1.1	Provisional sum for providing security bonds and guarantees etc.	Provisional Sum		67,000.00	
1.2	Provisional sum for providing a performance bond	Provisional Sum		56,000.00	
1.3	Provisional sum for insurance of property, material and works at site	Provisional Sum		34,000.00	
1.4	Provisional sum for third party insurance	Provisional Sum		34,000.00	
1.5	Provisional sum for insurance against accidents and injury to workmen	Provisional Sum		34,000.00	
1.6	Lump sum for employment of persons for construction management services.	Lump Sum			
1.7	Lump sum for protecting and safeguarding the works, material and plants against damage, trespass or theft.	Lump Sum			
	Total of Bill No 01 PRELIMINARIES				

Note : Item No 1.6 ,1.7 and 1.8 will be paid based on percentage of financial progress.

SCHEDULE 02- CIVIL WORKS

Item No	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)	Rate in Words
1.0	Light Jungle Clearing along the canal bund using grass cutter machine, for flat area & slight slope area.	m ²	850,336.38			
2.0	Light Jungle Clearing along the canal bund using grass cutter machine, for deep slope area.	m ²	80,342.50			
3.0	Clearing secondary growth jungle & weeds of main canals and branch canals, and maintaining the growth below 6" (Six Inches) height through the year, Clearing 2 times for the one year,	m ²	1,875,077.76			
	TOTAL					

VOLUME 2

SECTION 8

LIST OF DRAWINGS

No	Title
-	No Drawings

VOLUME 2

SECTION 9

STANDARD FORMS (BID)

- **Form of 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 "**LIGHT JUNGLE CLEARING AND MAINTENANCE OF LBMC IN WALAWA SYSTEM**", under invitation for Bids No. **DDG/TS/CON/W/JC/76**("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

Other Staff

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.

Form FIN – 1
Financial Situation

Historical Financial Performance

Bidder's Legal Name: _____ Date: _____
JV Partner Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each partner

Financial information in LKR	Historic information for previous past 05 years					
	2023-2022	2022-2021	2021-2020	2020-2019	2019-2018	Average
Information from Balance Sheet						
Total Assets (TA)						
Total Liabilities (TL)						
Net Worth (NW)						
Current Assets (CA)						
Current Liabilities (CL)						
Total Revenue (TR)						
Profits Before Taxes (PBT)						

The Bidder shall attach copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Statements must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Annex 2b

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

Check List for Bidders

Bidders are advised to fill the following table:

ITEM	YES (tick)	REFERENCE
Form of Bid		
Addressed to the Employer ?		
Completed?		
Signed?		
Bid Security		
Submitted in the given format issued by an agency acceptable to employer. (ref. cl. 16.2 – Bidding Data)		
Qualification Information		
All relevant information completed?		
Signed?		
Addendum		
Contents of the addendum (if any) taken into account?		
Other		
Bidder's specifications for fittings?		
Affidavit completed as Annex-2b?		
Proof for liquid assets and/or credit facilities		
Construction programme?		
CV of personnel to be engaged in construction management services?		
List of Resources intent to be deployed for this tender?		
Schedule of Basic Labour Rates?		
Schedule of Prices of Materials for Day-Work?		
Schedule of Rates of Plants for Day-Work?		
Bidder's proposal on Contractor's Site Staff?		
BID package		
All the documents given in ITB Clause 12 enclosed in the original and copy?		
ITB Clause 19 followed before Sealing the Bid Package?		