

THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF AGRICULTURE, LIVESTOCK, LANDS AND
IRRIGATION**



MAHAWELI AUTHORITY OF SRI LANKA

BIDDING DOCUMENT

FOR

**IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING
HEAVILY GROWN AQUATIC PLANTS AND SILTED
MATERIAL IN TANK BED IN SYSTEM “C”**

CONTRACT NO: DDG/TS/CON/C/IRR/27

NAME OF THE BIDDER :
EMAIL ADDRESS :
WHATSAPP NUMBER :

AUGUST 2026

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VOLUME 1

SECTION - 01

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 Construction Industry Development Authority (CIDA/ICTAD) and Subsequent Addendum 1 Issued by the ICTAD/CIDA dated 12.01.2009

The Bidders are advised to procure the above document from ICTAD/CIDA, 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)

VOLUME 1

SECTION - 02

STANDARD FORMS (CONTRACT)

- **FORM OF AGREEMENT**
- **PERFORMANCE SECURITY**
- **ADVANCE PAYMENT SECURITY**
- **RETENTION MONEY GUARANTEE**

FORM OF AGREEMENT

This **AGREEMENT** made the.....[day] of[month]20.... [year], between **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 and address of the Contractor](hereinafter called and referred to as “the Contractor”), of the other part:

Whereas the Employer desires that the contractor executes “**IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM “C”**”, Contract No.: **DDG/TS/CON/C/IRR/27** (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 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. Memorandum of Understanding (if any)
 - d. Schedule
 - e. Conditions of Contract of Standard Bidding Document –Procurement of Works ICTAD Publication-ICTAD/SBD/03 Second Edition, January 2007and Subsequent Addendum 1 in January 2009
 - f. Specifications -
Publication No. CIDA/SP/102 Standard Specification for Irrigation and Land Drainage Works (1st Edition-January 2017)
 - 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 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.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completing 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 the day, month and year aforementioned, 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

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

Was hereunto affixed in the presence of

Witness:

- 1)
- 2)

Signature/Common Seal of

.....
.....

was hereunto affixed in the presence of

Witness:

- 1).....
- 2)

**FORM OF 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] (Hereinafter called "the Contractor") has entered into **Contract No.: DDG/TS/CON/C/IRR/27** dated With you, for the **"IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM "C"** (hereinafter called "the Contract")

Furthermore, we understand that, according to the condition 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 20.... [Insert the 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 GUARANTEE

.....
[Issuing Agency's Name and address, 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]* (Hereinafter called "the Contractor") has entered into **Contract No.: DDG/TS/CON/C/IRR/27** dated With you, for the **"IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM "C"** (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 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 expiration date of the Contract]*

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/CON/C/IRR/27** dated With you, for the **"IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM "C"** [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 - 03

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 Construction Industry Development Authority (CIDA/ICTAD) and Subsequent Addendum 1 Issued by the ICTAD/CIDA dated 12.01.2009.

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

Invitation for Bids
Ministry of Agriculture, Lands, Livestock and 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 **18.08.2026** for the following work.

Contract No.	Description of Work	Required CIDA Field and Grade of Registration	Non-Refundable Bid Fee per Set of a Bidding Document (Rs.)
DDG/TS/CON/C/IRR/27	IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM “C” (Estimate Rs. 7.32 Mn (including Contingencies) without VAT, Contract period 120 days)	C8, C7 and C6 for Irrigation and Drainage Canals	3,000.00

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) and shall apply the Public Finance Circular 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 **03.08.2026** up to **17.08.2026** 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 **03.08.2026** up to **17.08.2026** 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 **18.08.2026**. 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: 011-2473264, 011-2689651.

Director General

Mahaweli Authority of Sri Lanka

VOLUME 2

SECTION - 04

FORM OF BID AND QUALIFICATION INFORMATION

FORM OF BID

Name of Contract: **IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIALS IN TANK BED IN SYSTEM “C”**

Contract No: **DDG/TS/CON/C/IRR/27**

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.

(SLRs.....+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 **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/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.....

Witness:

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	
Blacklisted Contractors	
Have you been declared as a defaulted Contractor by NPA or any other Agency?	Yes / No
IF yes provide details.	
VAT Registration No.	
Income Tax File Ref. No.	
Construction Program	(attach as annex)
Legal Status	Public Company / Private Company / Partnership / Sole Proprietor
Authentication of Signatory	(attach certified copy of Power of Attorney, as annex)
Key Personnel	
Qualification and Experience of key personnel	(Annex - 01)
List of Resources	
List of resources intended to be deployed	(attach as annex)
Proof for Liquid Assets and/or Credit Facilities	
Relevant documents as letters issued from banks to Prove for at least Rupees Five Million and Four Hundred Thousand (Rs. 5.40 million) 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)
Work in hand and Affidavit	(Annex - 02 and Annex - 03)
Bid Security	
Bid Security in the given format for the amount stated in the Schedule	(attach) (See ITB Clause 16 in the schedule)

Signature of Bidder

VOLUME 2

SECTION - 05

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 and 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	Director General, Mahaweli Authority of Sri Lanka, 500. T.B. Jayah Mawatha, Colombo 10.
		Employer's Representative Address:	Resident Project Manager, Resident Project Manager's Office, Mahaweli Authority of Sri Lanka, System 'C'- Dehiaththakandiya.
	1.1.10	Engineer is	Deputy Resident Project Manager, Resident Project Manager's Office, Mahaweli Authority of Sri Lanka, System 'C'- Dehiaththakandiya.
		Engineers Representative	will be nominated by the Engineer
1.	1.1.21	Summary of work	the works consists of: Improvement of pahalagama tank by removing heavily grown aquatic plants and silted material in tank bed in system "C" Contract No. : DDG/TS/CON/C/IRR/27
1.	1.1.14	Intended Completion Days	120 Days from start date
2.		Source of Funds	The Source of funds is GOSL.
3.		Eligibility	Shall hold a valid membership of the ICTAD Grade minimum C8, C7 & C6 for Irrigation and Drainage Canal Bidding will be conducted through National Competitive Bidding (NCB). The minimum amount of liquid assets and/or credit facilities shall not be less than Rupees Five Million and Four Hundred Thousand (Rs. 5.40 Mn)
4	4.0	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
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 an Engineering Assistant NDT or equivalent with 8 years' experience out of which 5 years in relevant field.	1
Site Agent cum supervisor	Minimum 5 years' experience as site agent in similar works or NCT with minimum 3 years 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 subjected to price adjustment. The price adjustment shall be computed in accordance with Option B under sub clause 10.10. Type of construction: Irrigation (Minor) All preliminaries and provisional sum items are non-adjustable.
16		Bid Security	Bid Security shall be an amount Rs. 110,000.00 Valid until 01.12.2026 Security shall be an unconditional guarantee from a reputed Bank registered under Central Bank o Sri Lanka or Construction Guarantee Fund.
31	4.4	Performance	Amount of Performance Security is 5% of Security the initial contract price. Security shall be an unconditional guarantee from a reputed Bank registered under Central Bank o Sri Lanka or Construction Guarantee Fund.

	6.4	Late Completion	The amount to be paid is 0.05% of Initial Contract Price per day. 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. The maximum amount of retention is 5% of Initial Contract Price.
32	10.12	Advance	The amount of advance payment is equivalent to 30% of the initial contract price excluding Provisional sum 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 an unconditional 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 Rupees 500,000.00 per person per event.
33	1.1.11, 14.2	Adjudicator	Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case-to-case basis and shall be shared by the Contractor and the Employer.
	14.0	Resolution of Disputes	

The deadline for the submission of bids shall be at 11.00 hrs on 18.08.2026 at the Director General's Office in the 9th Floor of Mahaweli Authority of Sri Lanka, No. 500, T. B. Jayah Mawatha, Colombo10.

VOLUME 2

SECTION - 06

SPECIFICATIONS

Specifications applicable for this contract are given in Specifications by

A. Specifications -

Publication No. CIDA/SP/102 Standard Specification for Irrigation and Land Drainage Works (1st Edition-January 2017)

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

VOLUME 2
SECTION - 07
BILL OF QUANTITIES

IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM “C”

Contract No. DDG/TS/CON/C/IRR/27

PREAMBLE TO THE BILL OF QUANTITIES and LIST OF WORKS

1. LOCATION

The site is located in, Dehiaththakandiya.

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 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.

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.

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 ²	Square meter
cm	Centimetre	Ha	Hectare
Lm	Linear metre	m ³	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

Bill No 01
Preliminary Items

Bill No 02
Construction Items

MEASUREMENT NOTES

1). Provisional Sum items in Bill No. 01 of the Bill of Quantities

For Provisional Sum items under Bill No. 01, the Contractor is expected to substantiate his claims where applicable, with appropriate invoices, receipts etc.

2). Lump Sum items in Bill No. 01 Bill of Quantities for obtaining Construction Management Services.

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 this item 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 the item 1.6 only if the 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 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 CONCTACTOR'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 cum supervisor	Minimum 5 years' experience as site agent in similar works or NCT with minimum 3 years in 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 and address of Bidder:
 - d). **VAT** Registration No.:
 - e). Bid Sum:
 - f). **VAT** sum at due on the Bid Sum:
 - g). Signature of the Tendered:

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

**IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN
AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM “C”**

Contract No. - DDG/TS/CON/C/IRR/27

Summary

	Description	Amount (LKR)
Bill No. 01	Preliminaries	
Bill No. 02	Civil work	
A	Sub Total 01 (Bill No. 1 + Bill No. 2)	
B	Provisional Sum	140,000.00
C	Sub Total 02 (A - B)	
D	Discounts (if any) %	
E	Grand Total (to be transferred to form of bid) (C - D + B)	
Total Bid Price (Amount in words)		
F	Provisional Sum - 2% Price Contingencies (0.02 x E)	
G	Total Excluding VAT (E+F)	
H	VAT (18%) for G	
I	Total Including VAT (G + H)	
	VAT Registration No.	

Signed:

Signature of Bidder

 (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.

IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM “C”

Contract No. - **DDG/TS/CON/C/IRR/27**

BILL OF QUANTITIES

BILL NO. 01 - PRELIMINARIES

Item	Description	Unit	Qty	Rate	Amount (LKR)	Amount in words
1.1	Allow Provisional sum for providing Security bonds and guarantees.	Provisional Sum			42,000.00	
1.2	Allow Provisional sum for providing a Performance Bond.	Provisional Sum			35,000.00	
1.3	Allow Provisional sum for insurance of property, materials and work at site.	Provisional Sum			21,000.00	
1.4	Allow Provisional sum for Third Party Insurance.	Provisional Sum			21,000.00	
1.5	Allow Provisional sum for insurance against accidents and injury to Workmen.	Provisional Sum			21,000.00	
1.6	Allow Lump Sum for Employment of Personals for Contract Management Services. Payment based on the actual basis and submission of required documents. (Attendance etc...)	Lump Sum				
1.7	Allow Lump to protect and safeguard the works, materials and plants against trespasses or theft. The payment is made in percentage based on the civil work done.	Lump Sum				
1.8	Allow Lump to Maintaining the site in a clean and order manner during the entire contract period to prevent the water stagnation eliminate mosquito breeding places.	Lump Sum				
Total carried to Bill No. 01						

Note: Bidder shall quote for the above item 1.6, 1.7 and 1.8 which is taken to evaluation and indicate the total.

BILL NO. 02 - CIVIL WORKS

Item No.	Description of work	Unit	Qty.	Rate (LKR)	Amount (LKR)	Rate in words
1	Removing Aquatic Plants and Silt around 450mm thick (Transporting by Tractor, Dump Truck or Any suitable Machinery & Forming with Crawler Tractor) as directed by The Engineer	m ³	17,550.00			
Total carried to Bill No. 02						

VOLUME 1

SECTION - 08

DRAWINGS

List of Drawings

IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM “C”

No	Drawing Title	Drawing No.
01.		

Note:

Other necessary drawings will be provided by the Engineer when starting construction.

VOLUME 2

SECTION - 09

STANDARD FORMS (BID)

FORM OF BID GUARANTEE

STANDARD FORM: BID SECURITY GUARANTEE

.....
..... [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 execution/supply [select appropriately] of **"IMPROVEMENT OF PAHALAGAMA TANK BY REMOVING HEAVILY GROWN AQUATIC PLANTS AND SILTED MATERIAL IN TANK BED IN SYSTEM "C" under Invitation for Bids No: DDG/TS/CON/C/IRR/27 ("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 Rs. (Rs.) 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 the successful bidder furnish the Performance Security, otherwise it will remain in force up to 2025

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

[signature(s) of authorized representative(s)]

Annex - 01

Details to be furnished regarding Item No. 1.6 of BOQ - Construction 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.

Key Personnel

No.	Category (Construction Manager)	Proposed man months (Full contract period)	Name	*Qualification/ Experience (CV to be attached)	In-house or Contract	Remuneration per man month
1						

*** Minimum Qualifications**

B.Sc. Eng (Civil) or equivalent with 5 years' experience out of which 3 years in relevant field and with charter qualifications obtained from a recognized professional Institution of Engineers.

Other Staff

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

Annex - 02**Works in Hand**

Contract	Name of the Employer	Description of work (attach a copy of letter of award)	Date of award of contract	Value of contract (Rs.)	Contract period	Whether extension of time has been granted	Percentage completion as at present
Contract 1							
Contract 2							
Contract 3							
Contract 4							
Contract 5							

Annex - 03

Non-collusion Affidavit

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

.....

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me on this day of at

Signature of the Declarant

BEFORE ME,

.....

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

.....

Annex - 04**Check List for Bidders**

Bidders are advised to fill in the following table:

ITEM	YES (tick)	REFERENCE
Form of Bid		
Addressed to the Employer?		
Completed?		
Signed?		
Bid Security		
Submitted in the given format?		
Qualification Information		
All relevant information completed?		
Signed?		
Addendum		
Contents of the addendum (if any) taken into account?		
Other		
Affidavit completed as Annex - 03		
Liquid Assets and/or credit facilities		
Construction programme		
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		
BID package		
All the documents given in ITB Clause 12 enclosed in the original and copy?		