

**THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF IRRIGATION**



**MAHAWELI AUTHORITY OF SRI LANKA**

## **BIDDING DOCUMENT**

**FOR**

**The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal.**

**CONTRACT NO: DDG/TS/CON/W/IRR/67**

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

**November 2023**



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## **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 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 Standard Bidding Document from ICTAD/CIDA 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 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 2**

### **Standard Forms (Contract)**

## 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 “**The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal**”, Contract no: **DDG/TS/CON/W/IRR/67** (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 – Specifications by CIDA  
Publication No. CIDA/SP/102 Standard Specification for Irrigation and Land Drainage Works (1<sup>st</sup> Edition-January 2017)
    - (G) Drawings
    - (H) Priced Bill of Quantities
    - (I) Any other relevant correspondence.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and 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/W/IRR/67** (dated ..... With you, for the "**The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal.**" (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/W/IRR/67**(dated ..... With you, for "**The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal.**", (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/W/IRR/67**(dated..... with you “**The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal.**” [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 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)

## **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**

**VOLUME 2**

**SECTION 4**

**FORM OF BID AND QUALIFICATION INFORMATION**

## 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, 9<sup>th</sup> Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, up to **11.00 hrs** on **28.11.2023** for the following works.

| <b>Contract No.</b> | <b>Description of Work</b>  | <b>CIDA(Grade) &amp; Field of Registration</b>              | <b>Non-Refundable Bid Fee per Set of a Bidding Document (Rs.)</b> |
|---------------------|---|---|---|
| DDG/TS/CON/W/IRR/67 | Construction of Spill cum causeway balance work for Chandrikawewa branch canal in Udawalawa.<br>(Estimate <b>Rs. 4.11 Mn</b> without VAT, Contract period <b>105 days</b> ) | C9, C8 or C7<br><b>for Irrigation &amp; Drainage Canals</b> | <b>1,500.00</b>   |

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 and 04/2016(iv) dated 09-02-2023. Conditions shall also apply as stipulated in public finance Circular No. 03/2020(i) 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 **06.11.2023** up to **27.11.2023 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 **06.11.2023 up to 27.11.2023 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 **28.11.2023**. 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.

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**

**FORM OF BID**

Name of Contract: **“The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal”**

**Contract No: DDG/TS/CON/W/IRR/67**

**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 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.....

Witness: .....



### Qualification Information

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

|   |  |
|---|--|
| <b>ICTAD/CIDA 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>   | (attach as annex)  |
|   |  |
| <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>Key Personnel</b>  |  |
| Qualification and Experience of key personnel   | (Annex - 01)   |
|   |  |
| <b>List of Resources</b>  |  |
| List of resources intended to be deployed   | (attach as annex)  |
|   |  |
| <b>Proof for Liquid Assets and/or Credit Facilities</b>   |  |
| Relevant documents as letters issued from banks to Prove for at least Rupees Three Million Thousand (Rs. 3.0 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)  |
| <b>Work in hand and Affidavit</b>   | (Annex – 2a and Annex – 2b)                                      |
|   |  |
| <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 these 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<br/>Resident Project Manager's office<br/>Mahaweli Authority of Sri Lanka<br/>Walawa</b>  |
|            | 1.1.10                        | Engineer is                        | <b>Deputy Resident Project Manager (TS)<br/>Resident Project Manager's office<br/>Mahaweli Authority of Sri Lanka<br/>Walawa</b>  |
|            |                               | Engineers Representative           | will be nominated by the Engineer   |
| 1.         | 1.1.21                        | Summary of work                    | the works consists of:<br><b>The Construction Spill Cum Causeway<br/>Balance work for Chandrikawewa Branch<br/>Canal.</b><br><br><b>Contract No. : DDG/TS/CON/W/IRR/67</b>  |
| 1.         | 1.1.14                        | Intended Completion Days           | 105 <b>Days</b> from start date   |
| 2.         |                               | Source of Funds                    | The Source of funds is GOSL.  |
| 4.         |                               | Eligibility                        | Shall hold a valid membership of the ICTAD /CIDA Grade <b>C9 ,C8 or C7 for Irrigation and Drainage Canals</b><br><br>Bidding will be conducted through National Competitive Bidding (NCB). Since the total cost estimate 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. |

According by C9,C8 & C7 bidders from Uva, Sabaragamuwa & Southern Provinces are granted the 5% regional preference.

Minimum amount of liquid assets and/or credit facilities shall not be less than Rupees Three Million Thousand (Rs. 3.0 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 an 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 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 & provisional sum items are non adjustable..

|    |              |  |  |
|----|--------------|--|--|
| 16 |              | Bid Security                                     | Bid Security shall be an amount <b>Rs.62,000.00</b><br>Valid <b>until 27.02.2024.</b><br>Security shall be an Unconditional 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 5% of the initial contract price<br>Security shall be an Unconditional Guarantee from a Reputed Bank registered under Central Bank of Sri Lanka or Construction Guarantee Fund.  |
|    | 6.4          | Late Completion                                  | The amount to be paid is 0.05% of Initial Contract Price per day.<br>Maximum amount is 10% of the Initial Contract Price.  |
|    | 8.1          | Notification of Defects                          | The period for Defect Notification is 365days 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 sum and Contingencies.<br>Advance Payment Security shall be an unconditional Guarantee from a reputed bank registered under Central Bank of Sri Lanka or Construction Guarantee Fund.<br>Upon the payment of the advance payment in full the Employer shall return the original of the advance payment guarantee to the Contractor. |
|    | 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                           |  |

**VOLUME 2**  
**SECTION 6**  
**SPECIFICATIONS**

Specifications applicable for this contract are given in Specifications by

- A -Specifications -CIDA/SP/102 Standard Specification for Irrigation and Land Drainage Works (1<sup>st</sup> 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**

**“The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal.”**

**Contract No. DDG/TS/CON/W/IRR/67**

**PREAMBLE TO THE BILL OF QUANTITIES & LIST OF WORKS**

**1. LOCATION**

The site is located at **Walawa**.

**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 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 separately paid.

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

Bill No 01  
Preliminary Items

Bill No 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.

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 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 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<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 in similar works<br>or NCT with minimum 3 years<br>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 & 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]

**“The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal.”**

**Bill of Quantities**

**Contract No: DDG/TS/CON/W/IRR/67**

**BILL 01 - PRELIMINARIES**

| <b>Item No:</b>            | <b>Description</b>   | <b>Unit</b> | <b>Qty</b> | <b>Amount (Rs.)</b> | <b>Amount in Words</b> |
|----------------------------|--|-------------|------------|---------------------|------------------------|
| 1.1                        | Allow Provisional sum for providing Security bonds and guarantees etc.   |             |            | Provisional sum     | 24,000.00              |
| 1.2                        | Allow Provisional sum for providing a Performance Bond   |             |            | Provisional sum     | 20,000.00              |
| 1.3                        | Allow Provisional sum for Insurance of property, materials and works at site   |             |            | Provisional sum     | 12,000.00              |
| 1.4                        | Allow Provisional sum for Third party insurance.   |             |            | Provisional sum     | 12,000.00              |
| 1.5                        | Allow Provisional sum for Insurance against accidents and injury to workmen.   |             |            | Provisional sum     | 12,000.00              |
| 1.6                        | Allow Lump sum for construction management services.   |             |            | Lump sum            |                        |
| 1.7                        | Allow Lump sum for Protecting & safeguarding the works, materials and plants against damage, trespass or theft.  |             |            | Lump sum            |                        |
| 1.8                        | Allow Lump sum for Maintaining the site in a clean & order manner during the entire contact period to prevent water stagnation, eliminate mosquito breeding place. |             |            | Lump sum            |                        |
| 1.9                        | For Testing  |             |            | Provisional sum     | 25,000.00              |
| <b>Total of Bill No 01</b> |  |             |            |                     |                        |

**Bidder shall quote for the above item 1.6 ,1.7 & 1.8 which is taken to evaluation and indicate the total**

**BILL NO. 02 - The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal**

| Item No    | Description  | Unit           | Qty     | Rate (Rs.) | Amount (Rs.) | Rate in Words |
|------------|--|----------------|---------|------------|--------------|---------------|
| <b>1.0</b> | <b><u>REMOVING EXIXTING COFFERDAM</u></b>  |                |         |            |              |               |
| 1.1        | Unskill labour days of remove cofferdam.   | USk/<br>days   | 10.00   |            |              |               |
| <b>2.0</b> | <b><u>DEWATERING</u></b>   |                |         |            |              |               |
| 2.1        | Dewatering using 4" dia centrifugal pump.(450gpm)  | Hrs            | 50.00   |            |              |               |
| <b>3.0</b> | <b><u>EARTH EXCAVATION &amp; EARTH WORKS.</u></b>  |                |         |            |              |               |
| 3.1        | Earth excavation, spoil for bund /backfill/dump cut and lift and dispose as directed..                     | m <sup>3</sup> | 7.746   |            |              |               |
| 3.2        | Earth excavation from borrow areas & forming canal bund including placing watering compacting & transport. | m <sup>3</sup> | 18.187  |            |              |               |
| <b>4.0</b> | <b><u>Desilting</u></b>  |                |         |            |              |               |
| 4.1        | Desilting along the drainage canals and dispose as directed.   | m <sup>3</sup> | 13.101  |            |              |               |
| <b>5.0</b> | <b><u>FORM WORK</u></b>  |                |         |            |              |               |
| 5.1        | Furnishing and making from work using 15mm thick plywood including fixing and removing.                    | m <sup>2</sup> | 106.300 |            |              |               |
| <b>6.0</b> | <b><u>CONCRETE</u></b>   |                |         |            |              |               |

| Item No     | Description  | Unit           | Qty      | Rate (Rs.) | Amount (Rs.) | Rate in Words |
|-------------|--|----------------|----------|------------|--------------|---------------|
| 6.1         | 1:1.5:3(3/4") Concrete excluding formwork , using mixture  | m <sup>3</sup> | 31.834   |            |              |               |
| 6.2         | 1:3:6(1") Concrete excluding formwork using mixture including placing, compacting and curing.  | m <sup>3</sup> | 1.786    |            |              |               |
| <b>7.0</b>  | <b>REINFORCEMENT</b>   |                |          |            |              |               |
| 7.1         | Tor steel reinforcement cutting, bending to shape laid in position and tied with 16 B.W.G. binding wire                                | kg             | 1751.016 |            |              |               |
| <b>8.0</b>  | <b>SLOPE PROTECTION FOR EARTH WORK</b>   |                |          |            |              |               |
| 8.1         | Furnishing & placing 9" rubble riprap including transport and unloading.   | m <sup>3</sup> | 33.796   |            |              |               |
| 8.2         | Furnishing & placing gravel bedding including haul   | m <sup>3</sup> | 7.666    |            |              |               |
| <b>9.0</b>  | <b>EXPANSION JOINT</b>   |                |          |            |              |               |
| 9.1         | Making 25mm width & 150mm height expansion joints fill with sand, bitumen are approved as 6.0m interval along the lining of the canal. | m              | 20.500   |            |              |               |
| <b>10.0</b> | <b>GUARD STONE</b>   |                |          |            |              |               |
| 10.1        | Casting STD type guard stone in concrete (1:2:4 (19mm) & cement 282.5kg/cum) including curing.   | No             | 10.000   |            |              |               |
|             | <b>TOTAL</b>   |                |          |            |              |               |

## Summary

Contract No – **DDG/TS/CON/W/IRR/67**

| Bill No.  | Description                                     | Amount<br>Rs. Ct. |
|---|---|-------------------|
| Bill No 01  | Preliminaries                                   |                   |
| Bill No 02  | Civil Works                                     |                   |
| <b>A</b>  | <b>SUB TOTAL 01(Sum of Bill No 01 &amp; 02)</b> |                   |
| <b>B</b>  | <u>Ddt</u> - Provisional Sum                    | <b>105,000.00</b> |
| <b>C</b>  | <b>SUB TOTAL (2) (A-B)</b>                      |                   |
| <b>D</b>  | <u>Ddt</u> - Discount (if any)      C x .....%  |                   |
| <b>GRAND TOTAL Excluding VAT (Discounted prices to be transferred to form of Bid) (C-D+B)</b> |   |                   |
| Add - VAT (%)      15 %   |   |                   |
| <b>GRAND TOTAL Including VAT</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.

# **SECTION 8**

## **Drawings**

## List of Drawings

**“The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal”**

| No  | Drawing Title   |
|-----|---|
| 01. | Spill Cum Causeway for Chandrikawewa Branch Canal - I   |
| 02. | Spill Cum Causeway for Chandrikawewa Branch Canal - II  |
| 03. | Spill Cum Causeway for Chandrikawewa Branch Canal - III |
| 04. | Spill Cum Causeway for Chandrikawewa Branch Canal - IV  |



**VOLUME 2**  
**SECTION 9**

**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. JayahMawatha, 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 **“The Construction Spill Cum Causeway Balance work for Chandrikawewa Branch Canal.”** under Invitation for Bids No: **DDG/TS/CON/W/IRR/67 (“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 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..... 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 - 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.

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 or Engineering Assistant NDT or equivalent with 8-year experience Out of which 5 years in relevant field.

Other Staff

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

**Annex -2a**

**Works in Hand**

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

**Annex –2b**

**AFFIDAVIT**

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

1. I am the Affirmant 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 to and placed his signature  
in my presence at .....  
onthis ..... 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-2b?  |                       |                  |
| Liquid Assets and/or credit facilities  |                       |                  |
| Construction programmed   |                       |                  |
| 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?   |                       |                  |