

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF TRANSPORT, HIGHWAYS, PORTS & CIVIL
AVIATION

ROAD DEVELOPMENT AUTHORITY



PROCUREMENT DOCUMENT

**IMPROVEMENT OF ROAD SECTION FROM
THAMBUTTEGAMA-NOCHCHIYAGAMA ROAD TO DIG
OFFICE ON THAMBUTTEGAMA RAJANGANAYA ROAD**

CONTRACT NO: RR/RDA/20/25/NCP/ANP/01

BID SUBMITTED BY

.....

[Name of the Bidder]

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Project Location Map

Introduction

- This Procurement Document has two parts, namely, Volume 1 and Volume 2.
- The bidders are expected to buy the following Standard Bidding Document from the Construction Industry Development Authority (CIDA) (former Institute of Construction Training and Development): -

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

SECOND EDITION – JANUARY 2007 with **addendum issued in October 2009** by

ICTAD

- ICTAD PUBLICATION NO. – ICTAD/SBD/01
- This Procurement Document shall be read in conjunction with the above Standard Bidding Document.
- The Address of CIDA is

Construction Industry Development Authority

‘Savsiripaya’ 123, Wijerama Mawatha,

Colombo-07

VOLUME 1

VOLUME 1

| | | |
|---------|---|---------------------------|
| Section | 1 | Instruction to Bidders |
| Section | 2 | Standard Forms (Contract) |
| Section | 3 | Conditions of Contract |

FOR REFERENCE ONLY

Section - 1

Instruction to Bidders

The text of this 'Instructions to Bidders' is found in the
'Standard Bidding Document Procurement of Works '
ICTAD Publication No. ICTAD/SBD/01 – Second Edition – January 2007 with Addendum issued in
October 2009 by ICTAD

This publication is copyright and bidders, if they do not already possess a copy, may obtain it from:
Construction Industry Development Authority (former ICTAD)
'Savsiripaya'
123, Wijerama Mawatha
Colombo-07

This has to be read in conjunction with Addendum of SBD/01 issued in October 2009 by ICTAD and
Section – 5 –'Bidding Data and Contract Data' of this Procurement Document. Wherever the
Clauses of the Section -1 – 'Instruction to Bidders' have to be modified and/or supplemented, it is
done through the text in the Section -5 – 'Bidding Data and Contract Data'.

Section - 2

Standard Forms (Contract)

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

FORM OF LETTER OF ACCEPTANCE

_____ [Date]

[Contractor's Name & Address]

This is to notify you that your bid dated for the construction and remedying the defects of the '.....(Contract Name)' under Contract No:(Contract Number) for the Contract Price of Rupees as corrected in accordance with Instruction to Bidders is hereby accepted.

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

The Start Date shall be

The amount of Performance Security is.....

The Performance Security shall be submitted on or before

Director General
Road Development Authority

FOR REFERENCE ONLY

FORM OF PERFORMANCE SECURITY

(Unconditional)

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

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

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that [Name of Contractor] (hereinafter called, "the Contractor") has entered into Contract No(Contract Number), dated with you, for the '.....(Contract Name)' (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the day of2025 [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.

Name, Signature and the Seal of the Agency:

Name of the Organization

Designation

Date:

Witness:

Name NIC NoSignature.....

Name NIC NoSignature.....

FORM OF AGREEMENT

This Contract Agreement made and entered into on this [day] of [Month] 2025, by and between the Ministry of Transport, Highways, Ports and Civil Aviation (MOT,H,P&CA) at “Maganeguma Mahamedura”, 216, Denzil Kobbekaduwa Mawatha, Koswatha, Battaramulla in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as “ the Employer” which term means and include the said MOT,H,P&CA its successors and assigns) on the one part and,[name, registration number and address of Contractor] (hereinafter called and referred to as “the Contractor” which term means and includes the said[name of Contractor], its successors, assigns) on the other part:

Whereas the Employer desires that the Contractor executes the ‘.....(Contract Name)’, under Contract No:(Contract Number) (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.

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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

.....

.....

Authorized Signatory of Contractor
Name of Signatory

Authorized Officer
Name & Title of Signatory

Common Seal

In the presence of Witness:

In the presence of Witness:

.....
Name

.....
Name

NIC No.

Address

Address

FORM OF ADVANCE PAYMENT SECURITY

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

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

Date:

ADVANCE PAYMENT GUARANTEE No.:.....

We have been informed that [name of Contractor](hereinafter called, “the Contractor”) has entered into Contract No:(Contract Number) dated2025, with you, for the ‘.....(Contract Name)’ (hereinafter called “the Contract”).

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

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

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

This guarantee shall expire on[insert the date, 28 days beyond the Intended Completion Date]

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

Name, Signature and the Seal of the Agency:

Designation

Name of the Organization

Date:

Witness:

Name NIC NoSignature

Name NIC NoSignature

FORM OF RETENTION MONEY GUARANTEE

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

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

Date: -----

RETENTION MONEY GUARANTEE No.:-----

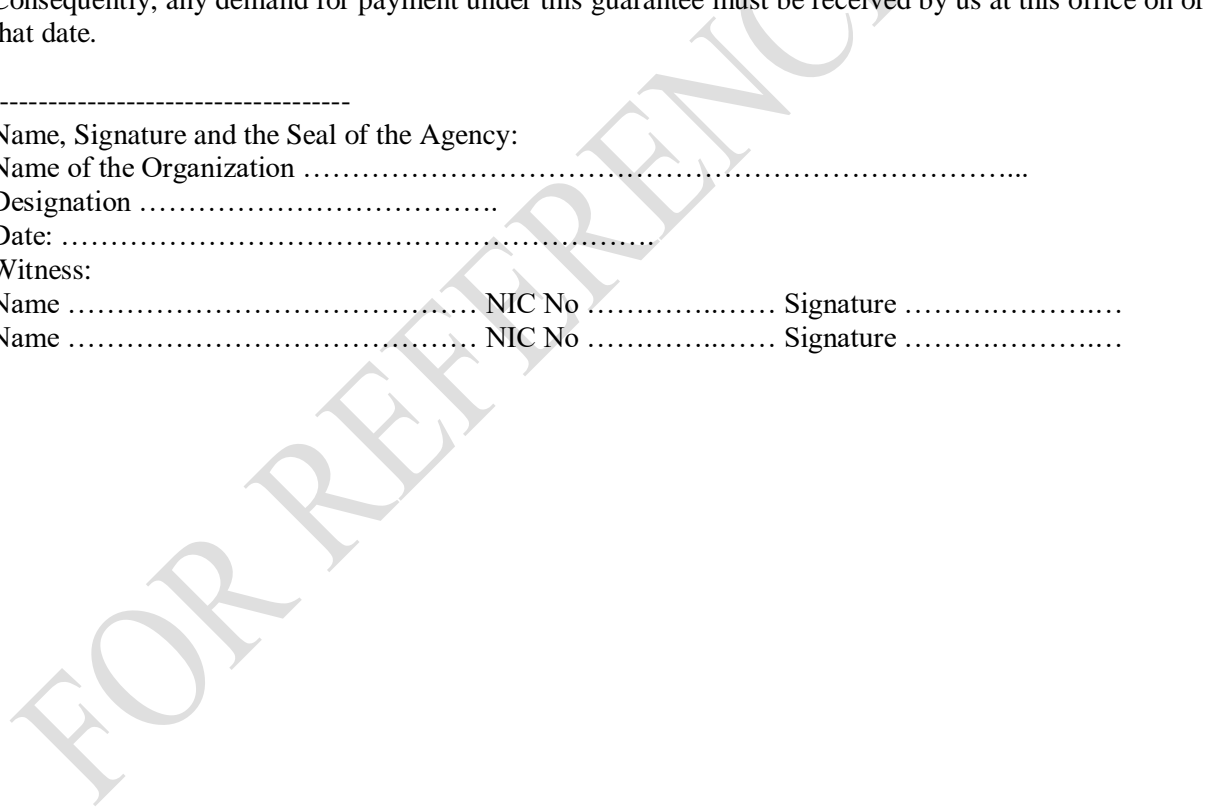
we have been informed that -----(name of Contractor) (hereinafter called "the Contractor") had entered into Contract No:(*Contract Number*) dated2025, with you, for the execution of '.....(*Contract Name*)' (hereinafter called "the Contract") Furthermore, we understand that, according to the Conditions of Contract, when the works have been taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

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

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

Name, Signature and the Seal of the Agency:
Name of the Organization
Designation

Date:
Witness:
Name NIC No Signature
Name NIC No Signature



Section - 3

Conditions of Contract

The text of this 'Conditions of Contract' is found in the
'Standard Bidding Document Procurement of Works'

ICTAD Publication No. ICTAD/SBD/01 – Second Edition – January 2007 with Addendum issued in
October 2009

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

Construction Industry Development Authority

'Savsiripaya'

123, Wijerama Mawatha

Colombo-07

This has to be read in conjunction with Addendum of SBD/01 issued in October 2009 by ICTAD and
Section – 5 – 'Bidding Data and Contract Data' of this Procurement Document. Wherever the
Clauses of the Section -3 – 'Conditions of Contract' have to be modified and/or supplemented, it is
done through the text in the Section -5 – 'Bidding Data and Contract Data'.

VOLUME - 2

FOR REFERENCE ONLY

VOLUME 2

- Invitation for Bids
- Section 4 Form of Bid and Qualification Information
- Section 5 Bidding Data and Contract Data
- Section 6 Specifications
- Section 7 Bill of Quantities
- Section 8 Drawings
- Section 9 Standard Bid Forms

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

1. The Chairman, Road Development Authority Procurement Committee, on behalf of the Road Development Authority (RDA), invites sealed bids from eligible and qualified bidders for the following **project** which is located in the Galle District in the Southern Province.

| Contract No. | Contract Name | Engineer's Estimate with contingencies (Rs. Mn) | CIDA Grade | Bid Security & Validity (Rs.) | Contract Period (Days) |
|-------------------------|---|---|--------------|-------------------------------|------------------------|
| RR/RDA/20/25/NCP/ANP/01 | IMPROVEMENT OF ROAD SECTION FROM THAMBUTTEGAMA NOCHCHIYAGAMA ROAD TO DIG OFFICE ON THAMBUTTEGAMA RAJANGANAYA ROAD | 111 | C 4 or above | 1,400,000.00 | 182 |

2. The work consists of sub base, base, asphalt surfacing & drainage construction.
3. Bidding will be conducted through the National Competitive Bidding Procedure.
4. To be eligible for contract award, the successful bidder shall be currently registered with the Construction Industry Development Authority (CIDA) in grades given in the above table in **Highway** speciality.
5. Interested bidders may obtain further information from the following offices and inspect the Procurement Documents via www.rda.gov.lk from 13.11.2025 to 03.12.2025
- a. **Provincial Director (NCP), Road Development Authority, Anuradhapuraya .**
T: T: 025-2222115/025-2234118
- b. Deputy Director General (Procurement Management), Road Development Authority, 4th Floor, "Maganeguma Mahamedura", 216, Denzil Kobekaduwa Mawatha, Battaramulla. T P :011-2884790 Fax: 011-2884790
6. The Pre-Bid meeting will be held at **10:00 hrs.** on **20.11.2025** at the office of the **Provincial Director (NCP), Road Development Authority, Anuradhapuraya** and a site visit shall be arranged thereafter.
7. A complete set of Procurement Document in English language may be purchased by interested bidders by handing over or emailing the written application and valid cash deposit slip of non – refundable fee (contract number and name of the contractor should be indicated on the cash deposit slip) to Deputy Director General (Procurement Management), from **13.11.2025 until 03.12.2025** during 09:00 hrs to 15:00 hrs for above contract.
The email address is ruralroads.prorda@gmail.com
Non-refundable fee of Rs 31,000.00 (with taxes) for the Procurement Document shall be paid by depositing cash to the following bank account.
Account Name : Director General – RDA
Account Number : 0000001943
Bank Name : Bank of Ceylon - Corporate Branch
- Original/valid cash deposit slips should be submitted with the Bids at the submission of bids and it's availability will be scrutinised.
- As per the Public Contract Act No. 3 of 1987, only the Agents and Successful winners of tenders shall be registered in Department of Registrar of Companies.

8. Bid must be accompanied by a Bid- Security for the amount given in the above table.
9. Bid- Security must be valid up to **03.04.2026**.
10. Bids must be delivered in **duplicate** to the **Deputy Director General (Procurement Management), Road Development Authority, 4th Floor, "Maganeguma Mahamedura", Denzil Kobekaduwa Mawatha, Battaramulla** on or before **13:00 hrs** on **05.12.2025**. Late bids will be rejected. Bids will be opened soon after the closing, in the presence of the bidders' or their representatives who choose to attend.
11. Bid must be valid up to **06.03.2026**

**The Chairman,
Road Development Authority Procurement Committee
Road Development Authority, 1st Floor, "Maganeguma Mahamedura", Denzil Kobekaduwa Mawatha,
Battaramulla.**

FOR REFERENCE ONLY

Section – 4

Form of Bid and Qualification Information

FOR REFERENCE ONLY

FORM OF BID

IMPROVEMENT OF ROAD SECTION FROM THAMBUTTEGAMA NOCHCHIYAGAMA ROAD TO DIG OFFICE ON THAMBUTTEGAMA RAJANGANAYA ROAD Under Contract No: RR/RDA/20/25/NCP/ANP/01

To: Road Development Authority

Gentlemen,

1. Having examined the Standard Bidding Document-Procurement of Works (ICTAD/SBD/01-Second Edition January 2007 with Addendum of SBD/01 issued in October 2009 by ICTAD) along with the Bidding Data, Contract Data, Specifications, Drawings and Bill of Quantities and addenda Nos..... for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bill of Quantities and addenda Nos..... for the sum of Sri Lankan Rupees*.....
.....
.....
..... (SLRs. *.....) (The bid price shall include physical & Price Contingencies and provisional sums but excluding VAT) or such other sums as may be ascertained in accordance with the 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 to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid with in the date specified in ITB clause 15.1 or any extended period to which we may agree 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 this day of202... in the capacity ofduly authorized to sign tenders for and on behalf of

Name :(IN BLOCK CAPITALS)

Signature :

Designation -

Address :

.....

Witness : 1.Name..... Signature

2.Name Signature

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

****Bid signed by a person other than the authorized person shall be treated as non-responsive**

Qualification Information

| | |
|--|--|
| CIDA Registration | Please attach photo copy of Original Documents (as annex -01) |
| Registration Number | |
| Grade & Speciality | |
| Expiry Date | |
| VAT Registration Number | (Attach as Annex 02) |
| Construction Program | (Attach as annex 11) |
| Legal Status (Please attach photo copy of original documents as annex) | (Attach as Annex 03) |
| For Joint Venture | Please attach draft copy of Joint Venture Agreement |
| Authentication of Signatory 1. Sole Proprietor – Certificate of Firm Registration certified by Notary /Solicitor and an affidavit to certify the signature 2. Partnership – Power of Attorney signed by the non signing partners authorising the signing partner and an affidavit to certify the signature 3. Company Limited by Liability – Board Resolution authorizing the signing person and an affidavit to certify the signature | (Attach original with form of bid & a photo copy as annex -04) |
| Value of Construction works performed (Attach copies of Audited Annual Financial Statements or Financial Statements prepared by a Chartered Accountant. Financial Report should be certified by both the Auditor/Chartered Accountant & the bidder) | (Attach as Annex 05) |
| Year 2023/2024 | |
| Year 2022/2023 | |
| Year 2021/2022 | |
| Year 2020/2021 | |
| Year 2019/2020 | |

Details of Contract works in hand

(Attach as annex 06)

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

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

Provide additional speciality, to include all the current projects

Note – The bidders who do not provide all contract commitment shall be treated as non-responsive according to the clause 3.3 of ITB

Financial Data

As per Latest Audited Financial Statement

| | | |
|----|--|--|
| 1 | Current Assets | |
| 2 | Current Liabilities | |
| 3 | Working Capital (1-2) | |
| 4 | Value of Outstanding work in hand | |
| 5 | Line of Credit ** | |
| *6 | Available Liquid Asset {3 - (0.3) x 4+5} | |

* This amount shall be not less than the amount given in clause 4.4 of ITB

** Line of credit if provided shall strictly be as per the form given in Section -9. (Attach as annex 07)

Note : Available Working Capital of bidder should be positive (+)

Similar Work Experience, Construction Equipment Proposed and Qualification & Experience of Key staff

| | |
|--|---|
| <p>Similar work completed in last 10 years (Attach LOA, Completion Certificate, Final or 70% Complete Payment Certificate approved by the Employer along with BOQ highlighting the specific experience to confirm similarity of work)</p> | <p>Value in Rs..... equivalent Value in USD..... Year..... Employer Completed Date Description of work (Attach as annex-08)</p> |
| <p>Major Items of Construction Equipment Proposed (Attach as annex-09)</p> | <p>1. Type.....Capacity.....</p> <p>2. Type.....Capacity.....</p> <p>3. Type.....Capacity.....</p> <p>4. Type.....Capacity.....</p> <p>5. Type.....Capacity.....</p> |
| <p>Qualification and Experience of Key staff to be attached to the project Attach details of key personal CVs. Separately, proposed to be at site for supervision. (Attach as annex-10)</p> | <p>Technical</p> <p style="margin-left: 20px;">1.</p> <p style="margin-left: 20px;">2.</p> <p style="margin-left: 20px;">3.</p> <p>Managerial</p> <p style="margin-left: 20px;">1</p> <p style="margin-left: 20px;">2</p> <p style="margin-left: 20px;">3</p> |

Details of Sub-Contractors

| Section of work | Approximate value | Name(s) & Address (es) of sub-contractors | Description & location of similar works previously executed |
|-----------------|-------------------|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

Details of Performance of Contracts

| Project Name | Contract No. | Contract Period (Days) | Initial/Revised completion Date | Substantial Completion Date |
|--------------|--------------|------------------------|---------------------------------|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Work completed/ongoing in last five years

**If EOT is not submitted, submit the recommendation report from the Engineer for the Contract with reasons.

| Personnel Data | |
|---------------------|--|
| Name of Institution | |
| Address | |
| Telephone | |
| Facsimile | |
| Email address | |

Road Development Authority and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in this connection and to seek clarification from our banks, any other agency or our clients regarding any financial and technical aspects.

Signature of the Bidder.....

Date

Section - 5

Bidding Data and Contract Data

FOR REFERENCE ONLY

BIDDING DATA

Clause 1, Scope of Bid

Clause 1.1

- a) Employer is the Secretary, Ministry of Transport, Highways, Ports & Civil Aviation.
- b) Address of the Employer is: “Maganeguma Mahamedura”,
216, Denzil Kobbekaduwa Mawatha, Battaramulla.
Telephone: 0112050530, E-mail: secretary@mohsl.gov.lk.

The Scope of the Work is IMPROVEMENT OF ROAD SECTION FROM THAMBUTTEGAMA NOCHCHIYAGAMA ROAD TO DIG OFFICE ON THAMBUTTEGAMA RAJANGANAYA ROAD_ Under Contract No: RR/RDA/20/25/NCP/ANP/01

The work consists of construction of construction of base, shoulders, surface application, drainage, culvert and incidental constructions.

The Site is located in the Anuradhapura District.

Clause 1.2

Time for completion is 182 Days from the Start Date:

Clause 1.3

- a) The Procurement Documents shall be inspected from the RDA web site [www.rda.gov.lk] from 13.11.2025 to 03.12.2025
- b) The non-refundable tender fee of **Rs. 31,000.00** with SSCL & VAT can be paid by depositing cash to the following account.
 - (i) Account Name : Director General – RDA.
 - (ii) Account Number : 0000001943
 - (iii) Bank Name : Bank of Ceylon – Corporate Branch
- c) The Procurement Documents shall be purchased during working hours from *09.00 Hrs to 15.00 Hrs* via email address ruralroads.prorda@gmail.com from 13.11.2025 until 03.12.2025

Clause 2, Source of Funds

Clause 2.1

Funded by Government of Sri Lanka (GOSL)

Clause 3, Ethics, Fraud and Corruption

Add a new sub-Clause 3.3

Clause 3.3

Involvement of any prohibited practice, described in the Procurement Guideline 1.5.2., in order to influence the procurement process shall make the Bid non-responsive and subsequent action shall be taken accordance to the Procurement Guideline 1.5.3. If detected after the award, the bidder could be subjected to legal prosecution.

Add a new sub-Clause 3.4

Following shall be considered grounds for disqualification of bidders for the award of the contract

- i. Misrepresentation, falsification and concealment of information requested in the procurement document
- ii. Submission of altered, fraudulent or fabricated documents in support of the bid

Clause 4, Qualification of the Bidder

Clause 4.2

The bidder shall be currently registered with the Institute for Construction Industry Development Authority (CIDA) in C 4 or above **in the Highway specialty.**

Clause 4.3 - Qualification Information

Bidder shall provide following Qualification information in Section 4

- CIDA registration particulars

Registration number
Specialty & Grade
Expiry Date

- VAT registration number.
- Legal status of the bidder (sole proprietor, Partnership, Company etc.)
- Authentication for signatory (written Power of Attorney)
- Attach copies of Audited Annual Financial Statements or Financial Statements prepared by a Chartered Accountant for latest five years. Financial Report should be certified by both the Auditor/Chartered Accountant & the bidder
- Evidence of adequacy of working capital for this contract (liquid assets & other)
- Experience in a work of similar nature and size in the last ten years
- Work in hand
- Qualification and experience of key site management and technical personnel proposed for the Contract
- Major items of construction equipment proposed to carry out the Contract
- Total monetary Value of construction work performed for each of the last five years.
- Construction Program with critical path and cash flow forecast.
- A description and value of work, which the bidder proposes to sub-contract, together with the name and address of the proposed sub-contractors.
- Performance of the bidder in previous contracts in last five years.

Clause 4.4 Qualification Criteria

To qualify for the award of the contract, bidders shall meet the following minimum qualification criteria

- Average Annual Construction Turnover

The bidder shall have achieved an Average Annual Construction Turnover of at least Rs **133 Million** over any five (5) years within the past ten (10) years.

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

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

ACT_n - Annual Construction Turnover of nth year

- Experience in Similar work

The bidder must have experience in the construction of at least one (1) contract of similar nature and complexity within the last ten (10) years.

To comply with this requirement the cited contract

- Shall be at least 70% completed.
- The value of the completed works (for the contract cited) must be not less than LKR 55 Million.

The bidder shall submit documentary evidence (e.g., letter of acceptance, completion certificates and latest employer approved IPC) to demonstrate compliance with the above criteria.

Experience of subcontractors in respect of “Contract of similar size and nature” shall be accepted, only if the reference sub- contract was approved by the Employer. Also such bidder shall submit the sub –contracting agreement along with the Completion Certificate issued by the main contractor and an approval letter issued by the Employer confirming the sub-contracting arrangement. Any bids that, not complying with this requirement shall be rejected.

- Availability of Financial Resources

(i.) Liquid Assets and / or credit facilities required

Minimum Liquid Assets available shall be **Rs. 18 million**

Minimum Liquid Assets Available is calculated as follows:

$$X = (A - L) - 0.3W + C \quad \text{where;}$$

X = Minimum Liquid Assets available

A = Current Assets as given in the latest financial statements

L = Current Liabilities as given in the latest financial statements

W = Outstanding contractual commitments as supported by an affidavit as per Form given in Section 9

C = A project specific revolving line of credit given by a bank used by Form given in Section 9

Any bid which has to be supported by a project specific revolving line of credit, to meet the requirement of the Clause 4.4 shall provide it strictly according to Form given in Section 9. No Conditional Line of Credit will be accepted and any letter of line of credit which has deviated from the specimen format, shall be rejected

The bidder shall submit an affidavit declaring all contractual commitments in the specimen form attached in Section 9. Bidders that do not provide information of all current contract commitments shall be disqualified for award of contract according to the clause 3.3 and 3.4 of ITB.

(ii) Net Worth

Total Net worth of the year 2023/2024 should be positive.

$$\text{Total Net worth} = \text{TA} - \text{TL}$$

TA = Total assets as given in the 2023/2024 audited financial statements

TL = Total liabilities as given in the 2023/2024 audited financial statements

- Performance in past contracts of RDA

Bidders shall be disqualified for award of the contract if the bidder has one or more following poor performances in past contracts of RDA

- Any Bidder who has abandoned any of the previous contracts awarded to him during last 5 years 28 days prior to the date of bid opening of this procurement.
- If any contract has been terminated due to the contractor's default within last five years 28 days prior to the date of bid opening of this procurement
- Any bidder who has been issued with Notice to Correct (NC) within last five years 28 days prior to the date of bid opening of this procurement as per Clause 15.1 of Condition of Contracts of CIDA/SBD /02 on the poor performance of the Contractor or similar notice as per the relevant Conditions of Contract (COC) and is still in force on the date of bid opening of this procurement , unless the Engineer certifies that Contractor has corrected the contents of the Notice to Correct. This certificate shall be submitted with the bid;

C. PREPARATION OF BID

Clause 9.1 Employer's address for the purpose of clarification is:

- a. Deputy Director General (Procurement Management), RDA, 4th Floor, "Maganeguma Mahamedura", Denzil Kobekaduwa Mawatha, Battaramulla.
T P: 011 2884790 Fax: 011 2884790
- b. Provincial Director (NCP),
Road Development Authority,
Anuradhapura
T P: 025-2222115

Clause 11.1 The language of the Bid shall be English.

Clause 13.3

The bid price shall include Physical Contingency, Price contingency and Provisional sums.

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.

Clause 13.4

The Contract is subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.

Clause 15.1

The bid shall be valid up to 06.03.2026

Clause 16.1

Bid shall include a Bid Security using the form included in Section 9.

Clause 16.2

Bid Security shall be:

- For an amount of Rs. 1,400,000.00
- Valid until 03.04.2026
- Issued by an agency acceptable to the Employer using the form for bid security included in Section 9 – Standard Forms.

- Unconditional, Irrevocable, On demand Bid Security issued by the any of the following banks/institutions are acceptable
 - (a). A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.
 - (b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.
 - (C) Construction Guarantee Fund

- The Beneficiary of Bid Security should be Director General, Road Development Authority, 1st Floor, “Maganeguma Mahamedura”, Denzil Kobekaduwa Mawatha, Battaramulla.

Clause 17.0

Pre-bid meeting will be held at the office of the Provincial Director (ANP), RDA, at 10.00 a.m. on 20.11.2025. A Site visit will be arranged if necessary.

D: SUBMISSION OF BID

Clause 19.2 (a)

The Employer's Address for the purpose of bid submission is -

Deputy Director General (Procurement Management),
Road Development Authority,
4th Floor, “Maganeguma Mahamedura”, 216, Denzil Kobekaduwa Mawatha, Battaramulla.

Clause 19.2 (b)

The name of the Contract is IMPROVEMENT OF ROAD SECTION FROM THAMBUTTEGAMA NOCHCHIYAGAMA ROAD TO DIG OFFICE ON THAMBUTTEGAMA RAJANGANAYA ROAD UNDER CONTRACT NO : RR/RDA/20/25/NCP/ANP/01

Clause 20.1

The closing time for submission of bids shall be 13. p.m. on 05.12.2025

E: AWARD OF CONTRACT

Add New sub Clause 31.3 – Appeal Procedure

After evaluation of Bids in accordance with the procedures described under sub clauses 25 to 30, Instructions to Bidders, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder.

There shall be an interval between the submission date of the Procuring Entity's notification of the intention to award the Contract and the actual award of the contract. (Standstill Period) The purpose of the Standstill period is to provide sufficient time for the bidders to consider whether they should submit an appeal against the decision to award the contract. The Standstill period shall be at least ten (07) Working Days.

Before the expiry of the third (3rd) Working Day of the Standstill period, any unsuccessful bidder may request a debriefing from the Procuring Entity. The PE shall conclude the debriefing before the expiry of the fifth (5th) Working Day of the Standstill period. Details are included in Section 09

If any bidder wishes to submit an appeal against the recommendation, such appeal shall be made before the expiry of the Standstill period to the following address with non refundable cash deposit.

Address:

The Chairman,
Department Procurement Appeal Committee (DPAC).
RDA.

Cash Deposit ; Rs. 10,000.00

Clause 34.1

The Unconditional, Irrevocable, On demand Performance Security, in the Standard Form, acceptable to the Employer shall be from the following agencies.

- (a). A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.
- (b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.
- (c) Construction Guarantee Fund

The amount of Performance Security is 5% (Five percent) of the Initial Contract Price. The Format of the Performance security shall be strictly in accordance with the specific format given in Standard Forms Section

Clause 36

The Adjudicator proposed by the Employer is a member to be appointed by the Institution of Engineers, Sri Lanka (IESL)

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

CONTRACT DATA

- 1.1 The Employer is the Secretary, Ministry of Transport, Highways, Ports & Civil Aviation.
Address: 8th Floor, "Maganeguma Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla.
Name of Employer's Representative is Additional Secretary (Special Project), MOT, H, P & CA.
- 1.1 The Engineer for the Contract is Director General of RDA.
Engineer's Representative is Resident Engineer for RRD Programme (North Central Province)
- 1.1 The Work consists of construction of construction of construction of base, shoulders, surface application, drainage and incidental constructions.

The Scope of the Work is IMPROVEMENT OF ROAD SECTION FROM THAMBUTTEGAMA NOCHCHIYAGAMA ROAD TO DIG OFFICE ON THAMBUTTEGAMA RAJANGANAYA ROAD

The Start Date shall be 14 calendar days from the receipt of the Letter of Acceptance.

8.1 Schedule of other Contractors: Public Utility Agencies

9.1 Schedule of Key Personnel: (Directly involved in the project)

Minimum persons with qualifications and experience to be defined,

- | | | |
|----|-------------------------|---|
| a. | Technical | Project Manager with B.Sc Civil Eng. or equivalent & 5 years working experience in construction and shall have ability to lead and direct multi-disciplinary teams and experience in proper deployment and efficient management of human and other resources. |
| b. | Contract Administration | Minimum qualification shall be Diploma in Civil Engineering or Quantity Surveying in recognized institute with 3 years working experience in construction field and contract administration. |

13.1 The minimum insurance covers shall be:

- The minimum cover for insurance of the Works, Temporary Works and of Plant and Materials is 110% of the Initial Contract price.
- The minimum for insurance of other property is Rs. 1 Million per occurrence with the third party, number of occurrences unlimited.

The minimum cover for personal injury or death,

- For the Contractor's workmen is Rs. 400,000/= per event
- Contractor's employees other than workmen is Rs. 550,000/= per event
- For third party and employees of the Employer and other persons engaged by the Employer is Rs. 550,000/= per event

For all the above the number of occurrence shall unlimited.

The insurance cover shall be valid from the Start Date to the end of the Defects Liability Period.

14.1 Information from the Site investigation, if so applicable and available, is shown on the Drawings.

17.1 The Intended Completion Date for the whole of Works shall be 91 **Days** from the Start Date.

21.1 The Site Possession Date shall be within 07 Calendar days from the date of Letter of Acceptance.

25.3 Replace the sub clause 25.3 with following,

The adjudicator shall be appointed by agreement between the parties. In the event the parties are unable to reach agreement on the appointment of the Adjudicator within fourteen (14) Days from the date of such request, either party may make an application to the Institute of Engineers, Sri Lanka (IESL) to appoint an Adjudicator.

26.1 Replace the sub clause 26.1 with followings,

Should the Adjudicator resign or die or is removed by agreement of the parties on the basis of his unsatisfactory performance, the Parties may jointly appoint another Adjudicator and such an appointment shall be made within fourteen (14) Days after the resignation or death or removal of the Adjudicator. If the parties are unable to reach agreement on the appointment of a new Adjudicator then the Adjudicator shall be appointed by the Institute of Engineers, Sri Lanka (IESL) at the request of either party within fourteen (14) Days of receipt of such request.

27.1 The Contractor shall submit a Programme for the Works within 28 Calendar days of the Letter of Acceptance.

Contractor shall work only during normal working days unless otherwise agreed with the Engineer or in unusual circumstances where the safety of the public or work is in jeopardy. Holidays declared by the RDA shall be treated as non-working days.

27.3 One Month.

27.4 2% of the Initial Contract Price in Rupees.

35.1 Add with the following,

The Defects Liability Period is 365 Days.

42.7 Add sub clause 42.7 with following,

The Contractor shall submit proof of royalty payment along with each payment application for the exact amount of royalties, along with the corresponding actual quantities of borrowed materials such as earth, sand aggregate and boulders as applicable under the respective pay items of the BOQ, in accordance with the Law of country.

43.1 Replace the second sentence of Clause 43.1 “The Employer shall pay date of each certificate” with the following.

“The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes late payment the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment made at the rate of interest of 1% over and above the applicable legal rate of interest as determined by the Monetary Board of the Central Bank of Sri Lanka.”

- 47.1 Price Adjustment
The contract is **subjected** to price adjustment.

Non-adjustable items shall be Bill no. 01 (Preliminaries & Generals), Day Works, and all Provisional Sums & Lump Sums items

- 48.1 The retention from each payment shall be 10% percent of the certified work done.

The limit of retention shall be 5 % of the Initial Contract Price.

- 49.1 The liquidated damages for the whole of the Works shall be 0.05 % of the contract sum per Day.

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

- 51.1 Replace the Sub-clause 51.1 with the following: -

‘The Employer shall make advance payment to the Contractor in an amount equivalent to 20% of the Initial Contract Price less contingencies less Provisional Sums within 14 Days after furnishing of an unconditional guarantee in a form and by an agent acceptable to the Employer. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

Advance Payment would be made in two equal instalments. The second Instalment would be paid only after establishing that the first instalment of the advance payment has been used exclusively for mobilization as per Cl. 51.2 and submission and approval of detailed construction programme with network analysis and resource scheduling.

Unconditional, Irrevocable, On demand Advance Payment Guarantee issued by the any of the following agents is acceptable.

- (a). A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.
- (b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.
- (c) Construction Guarantee Fund.

52.1 The Performance Security shall be 5% percent of the Initial Contract Price and shall be issued by a Bank acceptable to the Employer.

Unconditional, Irrevocable, On demand Performance Security Issued by the any of the following agents is acceptable,

- (a). A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.
- (b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.
- (c) Unconditional, on demand Performance Security issued by the Construction Guarantee Fund

58.1 As-Built Drawings shall be submitted to the Engineer within one month after the issuing of Certificate of Completion.

Add the annexure of additional requirements pertaining to the as built drawings to this sub clause

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%

63 Clauses 63.2(b), 63.4, 63.5, 63.6 and 63.7 are not applicable.

63.3 Replace the text of Clause 63.3 with the following text: "The total sum paid to the Contractor shall include such amounts, for the work, supplies or services plus following percentage of actual cost shall be paid to the Contractor for Provisional Sum of the Bill of Quantities."

- 1. For the works executed by Utility Authorities - 5%
- 2. For the works directly executed by the Contractor – 20%
- 3. For supplying and services- 5%

AS BUILT DRAWINGS

Description

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

The Contractor shall retain, at his sole expense, a qualified engineer for appropriate on site construction inspections to ensure that all improvements as set forth required, pursuant to RDA standards and specification, and as-built shall be provided. The contractor shall certify, in writing, to the Engineer that the improvements were done in compliance with the approved plan or agreement pursuant to RDA Standards & Specifications and as-built shall be provided.

Field managed record drawings should be provided to the Engineer with indicating additions and deletions for approval before preparation of the final as-built Drawings.

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

Construction Requirement

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

- (a) All as-built for projects are required to be on 24" x 36" or similar size of construction drawings and shall bear the name and address, of the person who preparing the drawings and the date the as-built data is added to the original via the revision block. Electronic Auto CAD drawing files, based on the GPS coordinate, are also required (if the construction drawings are prepared based on GPS coordinates). Surveyor's/Engineer's statement (with embossed or wet seal and with an original signature on each sheet) shall verify that as-built drawings reflect the true conditions in the field.
- (b) Contractor's statement (with an original signature on each sheet) shall verify that all construction specifications and product qualities have been met or exceeded.
- (c) "AS BUILT DRAWINGS" or "RECORD DRAWING" shall be clearly labelled on each sheet.
- (d) If the details of under-ground service lines (Water, Sewerage, ducts &etc) are available needs to be included to the as-built drawings on the approval of Engineer
- (e) The location and elevation of the benchmark referenced will be shown on the drawing. If the reference benchmark is within the project, then a complete description of its location will be provided to assist in future locating.
- (f) Survey data, relative to the GPS coordinate grid, on right-of-way monuments installed or encountered within the project
- (g) Note any changes to the alignment either vertically or horizontally of curb & gutter sidewalk, pavers or any other surface improvement.

Measurement & Payments

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

Section - 6

Specifications

Standard Specification
Particular Specification

FOR REFERENCE ONLY

Standard Specifications

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

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

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

FOR REFERENCE ONLY

Particular Specifications

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

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

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

FOR REFERENCE ONLY

PRELIMINARIES & GENERAL

P001. Mobilization and Demobilization of site

The Contractor shall make provision for mobilization & demobilization of equipment, plant and machinery, staff, laborers to the site including erection and removal at the completion of works of his temporary installation and facilities including site office, etc. The Contractor shall submit to the Engineer within 14 days from the date of Letter of Acceptance his mobilization and demobilization plan of site. The Engineer shall approve the mobilization and demobilization plan and payment shall be based on schedule of mobilization and demobilization plan of site.

Payment

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

| Item No. | Description | Pay Unit |
|-----------------|--|-----------------|
| P001 | Allow for mobilization and demobilization of Site. | LS |

P (002) VIDEO SURVEY

R.O.W video logging shall be collected along roads before and after the rehabilitation/improvement.

The visible right of way (R.O.W.) shall be recorded and stored as digital Images at 5/10 m intervals using an intermittent/frame based system. The pictures shall have information superimposed which facilitates location identification (chainage and GPS coordinates) and shall have a playback system which facilitates locating specific road sections. The specifications of the cameras to be used in works shall be certified by the Engineer before commencement of Works.

The images shall be superimposed in real-time with the vehicle's location in terms of displacement and GPS coordinates. Each frame shall be referenced in terms of the displacement from Longitudinal Road Profile (LRP) and the GPS coordinates in the database.

The data shall be provided to the Employer in two copies with appropriate (ideally printed) labels, indicating relevant district and road number(a) Only one road section shall be included per one video file. The file name shall be the road ID number and the file shall be accompanied by a catalogue.

| Item No | Description | Pay Unit |
|----------------|---|-----------------|
| P (002) | Submission of initial & final Video logging | Km |

Section-7

Bill of Quantities

Bidders are strictly instructed not to retype, recreate, or alter the Bill of Quantities (BOQ) provided in this procurement document. The original BOQ format must be used without changes to its structure, layout, or content. Bidders must insert their unit rates and totals only in the designated spaces provided in the BOQ section of this procurement document

Any bid that includes a retyped or reformatted BOQ may be considered non-compliant and subject to rejection and may result in the bid being non-responsive.

FOR REFERENCE ONLY

BILL OF QUANTITIES

PREAMBLE

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

- xii The protection of mains and services, and cost of repairs in case of damage caused by the Contractor.
- xiii Pumping and dewatering; the protection of excavation faces.
- xiv The provision and maintenance of temporary diversions in order that through traffic flow shall remain unobstructed through the contract period and in general the provision of all temporary works required in connection with the works.
- xv Insurance, custom duties, taxes(excluding VAT) levies, first aid, welfare and safety requirements and all other overheads and costs and profit.

5. A price or rate shall be entered against each Item in the Bills of Quantities whether quantities are stated or not. Item against which no price or rate is entered shall be deemed to be covered by the other prices or rates entered by the Contractor in the Bill of Quantities. The unit price or rate entered against any Item shall take Precedence over any miscalculation in the total sum against that Item. Where separate items have not been provided in the Bill of Quantities for work shall be deemed to have been included in the other prices and rates.

6. The Quantities given in the Bill of Quantities are estimated only and are given to provide a basis for the tender. No guarantee is given for their accuracy and payments to Contractor will be based on the prices and rates quoted in the bills applied to measured quantities for work done.

The quantity for each Item of work executed by the Contractor in accordance with the Contract shall be measured net and no allowance will be made for waste, bulking, shrinkage decrease of volume due to compaction or the provision of working space.

7. The items in the Bills of Quantities are the general application to the whole of the works at any location on site or any part of the works as indicated in the bid documents or instructed by the Engineer's representative.

8. Tenders, which group several items together in the Bill of Quantities under one price, will not be accepted.

9. The Units of measurement described in the Bill of Quantities are Metric Units. Abbreviations in the Bill of Quantities are as follows: -

| | | |
|-----------------------|---|-----------------|
| hrs | - | Hours |
| km | - | Kilometre |
| m | - | Linear Metre |
| m ² or sqm | - | Square Metre |
| m ³ or cum | - | Cubic Metre |
| nos. | - | Numbers |
| L.S | - | Lump Sum |
| P.S | - | Provisional Sum |
| nth. | - | Month |
| ltr. | - | Litre |
| kg. | - | Kilogramme |
| mt | - | Metric Tonne |
| mm. | - | Millimetre |
| wk. | - | Week |

DAY WORKS

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

Plant Operation, maintenance, repairs, fuel, oils grease, hydraulic fluids, taxes, duties operator's wages and overtime, travelling time, transport supervision, administration costs related to the use of such plant.

Labour Wages, overtime, bonuses, travelling time, hand tools, accommodation, fringe benefits, transport and supervision.

Materials Provision, transport, handling, wastage and storage

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

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

Plant: Self travelling: Actual travel time of and to place of stationing on the day of the work.

Transport: Travelling time of the places of transport (lorry, low loader etc.)

Labour: Travel time for the means of transport used.

Materials: Travelling time for the means of transport used.

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

Summary of Bill of Quantity

IMPROVEMENT OF ROAD SECTION FROM THAMBUTTEGAMA NOCHCHIYAGAMA ROAD TO DIG OFFICE ON THAMBUTTEGAMA RAJANGANAYA ROAD

CONTRACT NO. : RR/RDA/20/25/NCP/ANP/01

| <i>Bill No</i> | <i>Description</i> | <i>Amounts / Rs</i> |
|----------------|--|---------------------|
| <i>1</i> | PRELIMINARY AND GENERAL | |
| <i>2</i> | CONSTRUCTION OF ROAD | |
| <i>3</i> | CONSTRUCTION OF ROAD | |
| <i>4</i> | CONSTRUCTION OF CULVERT | |
| <i>5</i> | INCIDENTAL WORKS | |
| <i>6</i> | DAY WORKS | |
| <i>A</i> | Sub Total-01 | |
| <i>B</i> | Provisional sums (PS) | |
| <i>C</i> | Sub Total -02 without PS (A-B) (deduct PS from sub total 01) | |
| <i>D</i> | Discount if any | Amount in words |
| | | Amount in figures |
| <i>E</i> | Sub Total 03 (C -D) | |
| <i>F</i> | Sub Total 04 with PS (E+B) (add PS to sub total 03) | |
| <i>G</i> | Allow for physical contingencies 10% (F*10%) | |
| <i>I</i> | Bid Price (F+G+H) [Form of Bid price] | |
| <i>J</i> | VAT (18%*I) | |
| <i>K</i> | Bid Price with VAT (I+J) | |

Amount in words: _____

Name of Authorized Officer: _____

Signature: _____

FOR REFERENCE ONLY

Section - 9

Standard Bid Forms

- Bid Security
- Affidavit for the Current Commitments
- Non-Performance Contracts – Notice to Correct
- Non-Performance Contracts – Terminated
- Non-Performance Contracts – Abandoned
- Bank Letter Granting the Revolving Line of Credit
- Notification of Intention to Award

FOR REFERENCE ONLY

FORM OF BID SECURITY

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

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

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

Date:*[insert (by issuing agency) date]*

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

We have been informed that*insert (by issuing agency) name of the Bidder*] (hereinafter called "the Bidder") has submitted to you its bid dated *[insert (by issuing agency) date]* (herein after called "the Bid") for the execution of '.....' under Contract No:

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

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

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

This Guarantee shall expire:

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

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

Signature and the Seal of the Guarantor:

Designation

Name of the Organization

Date:

Witness:

Name NIC No Signature

Name NIC No Signature

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

FORM FOR AFFIDAVIT FOR THE CURRENT COMMITMENTS

Chairman,
Road Development Authority Procurement Committee.

In accordance with the Clause 4.4 of the Instructions to Bidders, I (We) declare that the outstanding Contract Commitments of (*Name of the Bidder (s)*) are as follows. I (We) further declare that all the outstanding contract commitments are listed below.

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

.....
Signature of the Bidder

The foregoing Affidavit having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at [Place], on this 2025 [date]

.....
Justice of The Peace

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

Add additional speciality to include all the current projects

Note –The bidders who do not provide information of current contract commitment shall be disqualified for award of the contract in accordance with 3.3 and 3.4 of ITB

Non-Performance Contracts – Notice to Correct Issued

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

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

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

| Non-Performing Contracts | |
|--|--|
| <u>Choose one of the following</u> | |
| <input type="checkbox"/> Notice to Correct on the poor performance or similar notice as per the relevant COC <u>has not been issued</u> within last five years 28 Days prior to the date of Bid opening as specified in Section II, Bidding Data, sub clause 4.4 | |
| <input type="checkbox"/> Notice to Correct on the poor performance or similar notice as per the relevant COC <u>has been issued</u> within last five years 28 Days prior to the date of Bid opening and not in force as specified in Section II, Bidding Data, sub clause 4.4 | |
| <input type="checkbox"/> Notice to Correct on the poor performance or similar notice as per the relevant COC <u>has been issued</u> within last five years 28 Days prior to the date of Bid opening and still in force as specified in Section II, Bidding Data, sub clause 4.4 | |
| 1 | a. Contract Name b. Contract Number c. Name of Employer d. Address of Employer e. Engineer for the Contract f. Total Contract Amount Rs g. Date of issue Notice to Correct h. Time given to Correct |
| 2 | |
| | |

.....
 Signature of the Bidder

The foregoing non performing contracts listed in schedule no. 11(a) having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at
 [Place], on this 2025 [date]

.....
 Attorney at Law

Note -1. A separate sheet shall be used for each Notice to Correct issued (Active on the date of bid opening and Not active on the date of bid opening)
 Note 2 - If the bidder does not reveal information of all the Notices to correct issued (both active and not active on the date of bid opening), the Bidder shall be disqualified to award the contract as per clauses 3.3 and 3.4 of ITB

Non-Performance Contracts – Terminated

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

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

1. History of Non Performing Contracts – Terminated Contracts

| Non-Performing Contracts | |
|---|---|
| Choose one of the following | |
| <input type="checkbox"/> Termination of contracts due to the Contractor’s default did not occur within last five (5) years 28 days prior to the date of bid opening as specified Bidding Data | |
| <input type="checkbox"/> Termination of Contracts due to the Contractor’s default occurred within last five (5) years 28 days prior to the date of bid opening as specified , Bidding Data | |
| 1. | a. Contract Name b. Contract Number c. Name of Employer d. Address of Employer e. Engineer for the Contract f. Total Contract Amount Rs g. Date of issue termination h. Description of default/ Breach |
| 2. | |

.....
 Signature of the Bidder

The foregoing non performing contracts listed in schedule no. 11(b) having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at
 [Place], on this 2025 [date]

.....
 Attorney at Law

Note –1. A separate sheet shall be used for each terminated contract

Note 2 - If the bidder does not reveal information of all terminated contracts , the Bidder shall be disqualified for the award of the contract according to the clause 3.3 and 3.4 of ITB

Non-Performance Contracts – Abandoned

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

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

2. History of Non Performing Contracts – Abandoned Contracts

| Non-Performing Contracts | |
|---|---|
| Choose one of the following | |
| <input type="checkbox"/> Termination of contracts due to the Contractor's default did not occur within last five (5) years 28 prior to the date of bid opening as specified in Section II, Bidding Data, sub clause 4.4 | |
| <input type="checkbox"/> Termination of Contracts due to the Contractor's default occurred within last five (5) years 28 days prior to the date of bid opening as specified in Section II, Bidding Data, sub clause 4.4 | |
| 1. | a. Contract Name b. Contract Number f. Name of Employer g. Address of Employer h. Engineer for the Contract f. Total Contract Amount Rs i. Date of issue termination j. Description of default/ Breach |
| 2. | |

.....
 Signature of the Bidder

The foregoing non performing contracts listed in schedule no. 11(b) having been duly read over and explained by me to the Affirmant and he having understood the contents of same, signed before me at
 [Place], on this 2025 [date]

.....
 Attorney at Law

Note –1. A separate sheet shall be used for each terminated contract

Note 2 - If the bidder does not reveal information of all terminated contracts , the Bidder shall be disqualified for the award of the contract according to the clause 3.3 and 3.4 of ITB

FORM FROM THE BANK FOR GRANTING THE REVOLVING LINE OF CREDIT

[In Letterhead of the bank]

FROM :

TO : Director General,
Road Development Authority (RDA)
1st Floor, "Maganeguma Mahamedura",
216, Denzil Kobekaduwa Mawatha,
Battaramulla.

SUB: Letter from the bank for providing a line of credit in favour of¹ in case of award to them of works for the Contract of '.....' UNDER Contract No:

Dear Sir,

We² bankers of³ hereby agree to grant revolving line of credit for an amount of Sri Lanka Rupees for the purpose of the execution of the Civil Work Contracts under the Contract of '.....' under Contract No: This revolving line of credit will be maintained until the works are taken over by the RDA.

.....
Signature and the Seal of the Bank:

Name.....
Designation
Name of the Organization
Date:

Witness:

Name NIC No Signature
Name NIC No Signature

¹ Name of Beneficiary / Bidder

² Name of Bank

³ Name of Beneficiary / Bidder

Note - Conditional Credit lines and credit lines which are deviated from above format shall be rejected

Dear Sir,

Contract Name :

Contract No:

Subject : Intention to Award

1. This Intention to Award notifies you of our decision to award the above Contract. The transmission of this notification begins the Standstill Period. During the Standstill Period you may:

- a. Request a debriefing in relation to the evaluation of your Bid
- b. Submit an Appeal

The successful Bidder for this procurement is(Name & Address of the successful bidder) and the Contract Award Price is Rs.

2. Details of Bidders that submitted a Bid

| Name of Bidder | Bid Price as opened/(Rs.) |
|----------------|---------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

3. Reason/s why your Bid was successful/unsuccessful

| Responsiveness of Bid | Successful/Unsuccessful | Reason |
|-----------------------|-------------------------|--------|
| | | |

4. How to request a debriefing

If you decide to request a debriefing your **written request** must be made within three (3) Working Days of receipt of this Notification of Intention to Award and it must reach us on or before The debriefing will be provided on or before

Please provide the Contract Name, Contract No, name of the Bidder, Contact details and address the request for debriefing to:

.....,
.....,
.....

Email address:

5. How to make an Appeal

Your written appeal must be handed over to the following address or emailed on or before 3.00 pm on

Chairman, Regional Procurement Appeal Committee
Road Development Authority
.....

Email address:

You shall submit a cash deposit slip for a non-refundable fee of Rs 10,000.00 along with your appeal and you are requested to provide the contract name, Contract No, name of the Bidder, Contact detail in the appeal.

Non-refundable fee of **Rs. 10,000.00** for the appeal shall be paid by depositing cash to the following bank account.

Account Name :
Account Number :
Bank Name :

Please indicate the contract name, Contract No, name of the Bidder in the cash deposit slip as well

6. Please note that you can submit an appeal only you are a Bidder who has submitted a Bid in this bidding process, and is the recipient of a notification of Intention to Award.

The appeal can only challenge the decision to award the contract.

Yours faithfully,

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

Section - 8

Drawings

FOR REFERENCE ONLY

Check List for Bidders

| | ITB clause | Yes | Reference |
|---|------------|-----|-----------|
| Form of Bid | | | |
| Completed? | 18 | | |
| Signed? | 18 | | |
| No of addendum issued <u>(taken to form of Bid)</u> | | | |
| Bid security | | | |
| Addressed to the Employer? | 16 | | |
| Format as required? | 16 | | |
| Issuing agency as specified? | 16 | | |
| Amount as required? | 16 | | |
| Validity 28 days beyond the validity of bid? | 16 | | |
| Qualification information | | | |
| Copy of ICTAD Registration? (Registration No, Grade, Specialty, Expiry Date) | 4 | | |
| Copy of VAT registration or a letter form Inland Revenue that the Bidder is not VAT registered? | 4 | | |
| Authentication of for signature (Power of Attorney)? | 4 | | |
| Certified Copy of Audited Financial Statements for the last five years? (Construction turn over for last five years; Current assets and current liabilities for last year) | 4 | | |
| A letter from a <u>Bank</u> on the provision of credit facilities? | 4 | | |
| The Affidavit For The Current Contractual Commitments? | 4 | | |
| Construction Programme and Cash Flow Chart? | 4 | | |
| Similar work completed in last 10 years | 4 | | |
| Major items of construction equipment proposed | 4 | | |
| Qualification and Experience of key staff | 4 | | |
| Rate Analysis of Major Items | 4 | | |
| Addendum | | | |
| Content of addendum (if any) taken in to account? | 10 | | |
| Bid package | | | |
| All the documents given in ITB clause 12 enclosed in the original and copy? | 12 | | |
| ITB clause 19 followed before sealing the bid package? | 19 | | |