

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TRANSPORT HIGHWAYS, PORTS AND
CIVIL AVIATION

ROAD DEVELOPMENT AUTHORITY



PROCUREMENT DOCUMENT

FOR

**IMPROVEMENT TO DAMMULLA WEERAKETIYA ROAD (B627)
FROM 6+000 to 10+040KM**

CONTRACT NO. RDA/DC/SP/GOSL/2025/32

BID SUBMITTED BY

.....

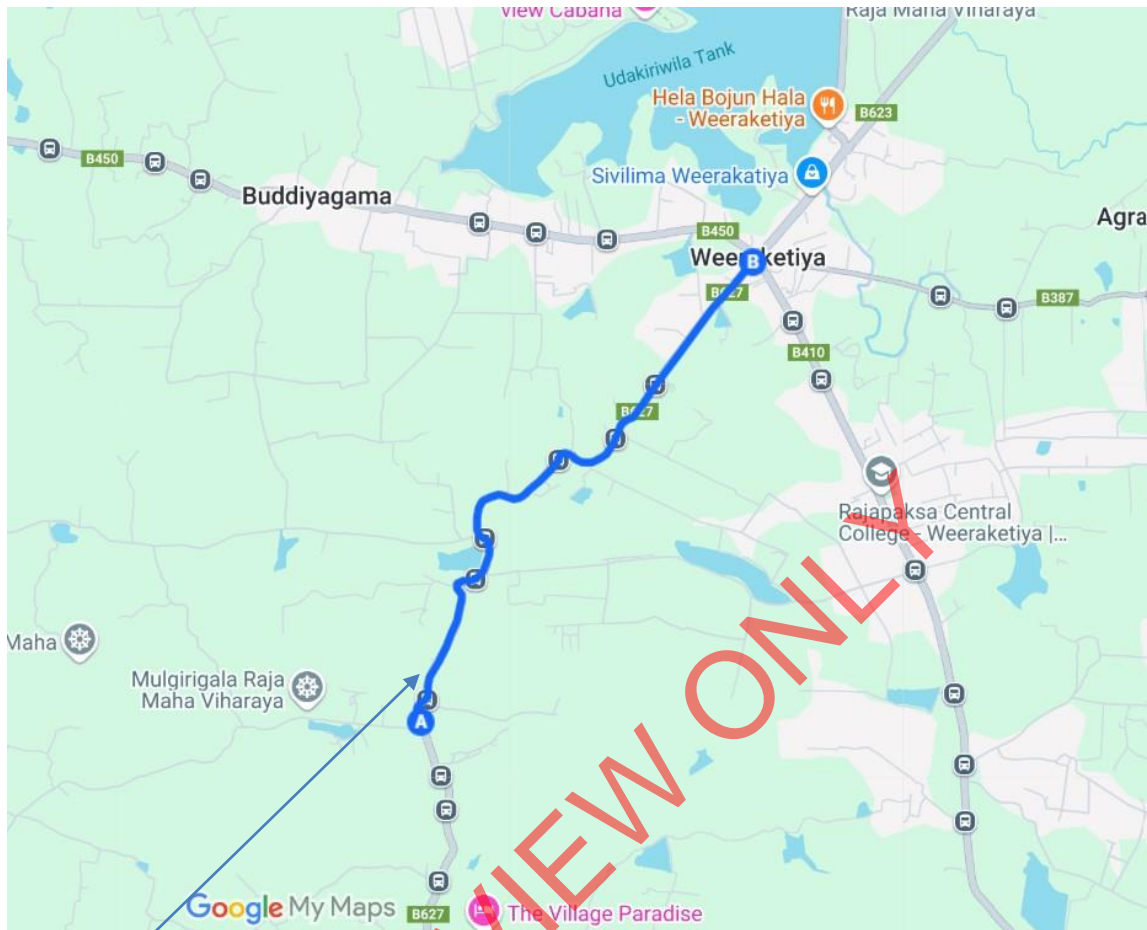
[Name of the Bidder]

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REVIEW ONLY

Project Location Map



IMPROVEMENT TO DAMMULLA WEERAKETIYA ROAD (B627)
FROM 6+000 to 10+040KM



Start



end

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 ICTAD): -

STANDARD BIDDING DOCUMENT
PROCUREMENT OF WORKS
MAJOR CONTRACTS
SECOND EDITION – JANUARY 2007
ICTAD PUBLICATION NO. – ICTAD/SBD/02

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

REVIEW ONLY

VOLUME 1

Section	1	Instruction to Bidders
Section	3	Conditions of Contract
Section	5	Standard Forms (Contract)

REVIEW ONLY

Section - 1

Instruction to Bidders

The text of this 'Instructions to Bidders' is found in the 'Standard Bidding Document Procurement of Works Major Contracts'

ICTAD Publication No. ICTAD/SBD/02 – Second Edition – January 2007

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 Section 2 - 'Bidding 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 -2 – 'Bidding Data'.

REVIEW ONLY

Section - 3

Conditions of Contract

The text of this 'Conditions of Contract' is found in the 'Standard Bidding Document Procurement of Works Major Contracts' ICTAD Publication No. ICTAD/SBD/02 – Second Edition – January 2007. 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 Section 4 - '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 4 – 'Contract Data'.

REVIEW ONLY

Section - 5

Standard Forms (Contract)

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

FORMAT FOR LETTER OF ACCEPTANCE

_____ [Date]

[Contractor's Name & Address]

This is to notify you that your bid dated construction and remedying the defects of the 'IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM ' under Contract No: RDA/DC/SP/GOSL/2025/32 for the Contract Amount of Rupees(amount in figures and words) 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 Commencement Date shall be

The amount of Performance Security is.....

The Performance Security shall be submitted on or before

The Time for Completion is Days.

Unless and until formal Agreement is prepared and executed, this Letter of Acceptance together with your Bid shall constitute a binding Contract between parties.

Authorised Signatory
Road Development Authority

ACCEPTABLE FORMAT FOR 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 Kobbekaduwa Mawatha, Battaramulla.

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that [Name of Contractor]
(hereinafter called, "the Contractor") has entered into Contract No **RDA/DC/SP/GOSL/2025/32**
dated with you, for the **'IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627)**
FROM 6+000 to 10+040KM, (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, the Employer 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 2025. [insert the date **28 days after the expected expiry of the Defects Notification Period for the Works**] 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 No Signature

Name NIC No Signature

FORMAT FOR CONTRACT AGREEMENT

This Contract Agreement is made and entered into on thisday of 2025 at Battaramulla in the Democratic Socialist Republic of Sri Lanka.

BY AND BETWEEN

Road Development Authority a body corporate established by the Road Development Authority Act No. 73 of 1981 as amended by Act No. 05 of 1988 and Act No. 37 of 2009 and having its head office at "Maganeguma Mahmedura", No. 216, Denzil Kobbekaduwa Mawatha, Koswatta, Battaramulla (hereinafter called and referred to as "the Employer") and which term or expression shall mean and include the said Road Development Authority or its successors and permitted assigns of the **ONE PART**

AND

....., a company duly incorporated under the provisions of Companies Act No 7 of 2007 bearing PV numberand having its registered office, hereinafter referred to as "**the Contractor**" which term or expression shall mean and include the said or its successors and permitted assigns of the **OTHER PART**

WHEREAS the Employer desires that the Contractor execute "....., Under Contract No:(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 the remedying of any defects therein.

The Employer and the Contractor agree as follows:.

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. The following documents, listed in the order of priority, shall be deemed to form and be read and as part of this Agreement.
 - (1) The Contract Agreement
 - (2) Letter of Acceptance
 - (3) Memorandum of Understanding (if any)
 - (4) The Letter of Bid
 - (5) The addenda numbers (if any)
 - (6) Contract Data
 - (7) The Conditions of Contract
 - (8) Specifications
 - (9) Drawings
 - (10) Bill of Quantities
 - (11) The Completed Schedule

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete the works and remedy of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF;

The Chairman and a Board Member On behalf of the **Road Development Authority** in accordance with the powers vested in them andon behalf of the in accordance with the powers vested in his/him and have set their hands and the common seal to be affixed here to and another of the same tenor and date at the place and the date herein before mentioned.

On behalf **Road Development Authority**, Signature of the Chairman placed on this... 2025 at "Maganeguma Mahamedura", Denzil Kobbekaduwa Mawatha, Kostwatta, Battaramulla, Sri Lanka.

.....
Chairman
Road Development Authority

On behalf **Road Development Authority**, Signature of the Board Member placed on this... 2025 at "Maganeguma Mahamedura", Denzil Kobbekaduwa Mawatha, Kostwatta, Battaramulla, Sri Lanka.

.....
Board Member
Road Development Authority

On behalf, Signature of the placed on this... 2025 at "Maganeguma Mahamedura", Denzil Kobbekaduwa Mawatha, Kostwatta, Battaramulla, Sri Lanka.

.....
Authorized signature of the Contractor

WITNESSES:

1. Name
- Address
- Signature
2. Name
- Address
- Signature

WITNESSES:

- 2.Name
- Address.....
- Signature
- 2.Name
- Address
- Signature

FORMAT FOR ESCROW AGREEMENT

THIS AGREEMENT is made and entered into at Battaramulla on thisday of2025 in the Democratic Socialist Republic of Sri Lanka.

BY AND BETWEEN

ROAD DEVELOPMENT AUTHORITY a body corporate established under the Road Development Authority Act No.73 of 1981 as amended by Act No. 05 of 1988 and Act No: 37 of 2009 of Sri Lanka and having its head office at "Maganeguma Mahamedura" No.216, Denzil Kobbekaduwa Mawatha, Koswatta, Battaramulla in the said Republic of Sri Lanka (hereinafter called and referred to as "the Employer" and which term or expression shall mean and include the said Road Development Authority and its successors and lawful assignees) of the FIRST PART

AND

M/S..... a Company duly incorporated under Companies Act No.7 of 2007 of Sri Lanka bearing company registration number PV and having its registered office at (address) in the said Republic of Sri Lanka (hereinafter called and referred to as "the Contractor" and which term or expression shall mean and include the said M/s. and its successors and lawful assignees) of the SECOND PART

AND

..... (name of bank) a banking corporation duly incorporated under the (Name & address of the Bank) in the said Republic of Sri Lanka (hereinafter called and referred to as "Escrow Agent" and which term or expression shall mean and include the said (name of bank) and its successors and lawful assignees) of the THIRD PART.

(Employer, Contractor and the Escrow Agent are hereinafter and sometimes collectively referred to as 'the Parties')

WHERE AS THE EMPLOYER AND THE CONTRACTOR ARE PARTIES TO STANDARD OPERATING PROCEDURE FOR OPERATION OF ESCROW ACCOUNT FOR COMPLETION OF WORKS OF PROJECT FOR:

CONTRACT NAME:

CONTRACT NO:

(Hereinafter referred to as the "project")

NOW THIS AGREEMENT WITNESSETH THAT THE PARTIES HEREBY AGREE AS FOLLOWS:

In addition to any other definitions elsewhere contained the following terms shall have the following meanings where the context so requires or admits:

- (a) "Agreement" means this Agreement together with any amendments in writing made hereto with the consent of all the Parties hereto;
- (b) "Business Day" shall mean a day other than Saturday, Sunday, Public & Bank holidays and on which commercial banks are open for business in Sri Lanka
- (c) The Escrow Account shall be governed by this Agreement entered into by and between Employer, Contractor and Escrow Agent.
- (d) "Escrow Funds" shall mean the funds lying in the Escrow Account in the name of on account of Contractor, (name of Contractor)
- (e) "IPC" shall mean all Interim Payment Certified by the Engineer / Project Engineer with respect to the Project.

1. Appointment

The Employer and the Contractor hereby appoint the Escrow Agent and the Escrow Account shall be opened for the contract mentioned above in the name of the Contractor, in (name of bank), Corporate branch which will be a non interest bearing account with the approval of the Employer. Withdrawals from this account shall only be made by way of joint written request fund transfer duly signed by a signatory for the Contractor and a signatory for the Employer. The Contractor shall appoint four signatories for the Contractor and the Employer shall appoint two signatories for the Employer to operate this account, morefully described in the First Schedule hereto namely,

Employer

- (i). RDA – Deputy Director General (Constructions)
- (ii). RDA – will be notified later

Contractor –

- (i). Will be notified later
- (ii). Will be notified later

The specimen signatures of each Party who could give instructions to release the Escrow Funds are specified in the First Schedule. If the authorized signatories are changing, Contractor should provide a duly executed Board Resolution and Employer should provide a letter signed by the Chairman or Director General.

2. The Escrow Account

The Escrow Account shall solely constitute for the money due to the Contractor, in the form of mobilization advance, IPCs, escalation claims or any other money due on account of Contract payments.

- (i). The Escrow Account shall be governed by this Escrow Agreement entered into by and between Employer, Contractor and Escrow Agent.
- (ii). The sole authority to operate the above mentioned Escrow Accounts shall be vested with Escrow agent upon the instructions of the Employer and the Contractor.

3. Auditing

The internal audit of the Escrow Account shall be the co-responsibility of the Employer and the Contractor.

4. Operation in Account

No cheque books are issued for the Escrow Account. The Funds out of the Escrow Account shall be only made in the form of official cheques (pay orders)/fund transfers/written request directly to the following payments in relation to the project with the approval of the Contractor and Employer as specified in Clause 1 above.

Escrow agent is not liable to release funds unless such request is duly signed by an authorized signatory from both sides and subject to the availability of the funds.

- I. For payment of salaries/wages, at site staff
- II. For payments of Equipment Suppliers and for hire of Equipment and its outstanding project's payments.
- III. For payments of materials such as Asphalt Concrete, Bitumen, aggregates, Cement, Ready mix Concrete, Reinforced Steel Bars, Fuel & Lubricants, Pre-cast items and necessary materials required for the Project.
- IV. Services directly attribute for the project (sub-contractors and nominated sub-contractors)

The Escrow Agent shall upon receiving the original letter issued by the Employer and the Contractor more fully described in the Second Schedule release the amount out of Escrow Funds to the Contractor or beneficiaries more fully described in the Second Schedule. Escrow Agent is not liable to release funds unless the letter is signed by the authorized signatories of both Employer and the Contractor and sufficient funds are available in the Escrow Account. The account numbers of the beneficiary and the amount to be transferred shall be clearly stated in the said letter.

5. Escrow Fee

In the consideration of the Escrow Agent agreeing to act and acting as the Escrow Agent hereunder, the Contractor shall pay Escrow Agent its agreed fee of LKR (Sri Lankan Rupees) at the execution of the agreement and annual fee of Rs. during the tenure of the agreement subject to review annually. The Contractor further agrees to pay all fees, charges as demanded by Escrow agent during the tenure of the agreement.

6. Payments

Payments from the Escrow Account shall be processed as follows:-

a. Limitation on transactions

(1) Mobilization advance shall only be utilized / applied for procurement of Material, leasing required machineries and equipment for the project.

(2) All other payment related to project including Salaries/Wages, Utility Bills, Sub-Contractor, Suppliers, Service Renders, maintenance work, etc shall be disbursed from

amount deposited in the Escrow Account from IPC, escalation, and any other payments in relation to project.

- b. The Contractor shall request disbursements from the Committee more fully described in Clause C by listing items in appropriate grouping of material supplies, salaries & wages, administration requirement, individual dues, suppliers, subcontractors, showing the total amount required for each items listed. Appropriate summary and detailed assessments shall accompany the request. Notwithstanding above, the disbursement against Head Office Overheads shall constitute a mutually agreed amount and the same shall be paid directly to an account as requested by the Contractor.
- c. The committee comprising the Employer's Representative, the Engineer for the Contract, Project Manager, and the Authorized Representative of the Contractor, shall review the requested list, and determine if the requirements are appropriate to the needs of the Contractor's activities on the Project. Once approved/agreed, the disbursement payment will be issued directly to agreed creditors/suppliers. The committee must ensure that;
 - i. The materials are in accordance with the specifications for the Works.
 - ii. The materials have been delivered to the Site and are properly stored and protected against loss, damage, or deterioration.
 - iii. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer.
 - iv. The Contractor shall submit a statement certified by the of the Contractor of his cost of acquiring and delivering the materials to the Site, together with such documents as may be required for the purpose of evidencing such cost.
 - v. No cash payment will be made through this account.
 - vi. No Facsimile or Email transactions requests will be accepted.
 - vii. All the withdrawal requests shall be sent 7 days prior to the date of withdraw for the approval from the Committee.
- d. Any unreasonable imbalance between the amount paid out from the Escrow account and the agreed list of payments will result in further disbursements from the Escrow Account being stopped until the required information/explanation is provided by the Contractor.
- e. Payments of Mobilization Advance and all certified IPCs shall be deposited in the Escrow Account.

f. All written requests duly signed by the Employer and the Contractor should be submitted to the Escrow Agent

7. Disputes

The Escrow Account shall operate within the provisions of terms, conditions and clauses of the Contract. In case of any conflict between the Contractor and the Employer, the provisions of this Escrow Agreement shall hold preference. In the case of such dispute the Escrow Agent shall have sole authority to cease the operation of such Escrow account immediately. In case of such disputes arises will be informed the Escrow Agent in writing.

In the event of any such dispute arising from this escrow account, the Employer and the Contractor shall attempt to resolve the dispute amicably and if not resolved, the dispute resolved in accordance with the provisions of the Contract.

8. Maintaining Cash Books

The cash book shall be maintained by theof the Contractor and it will be countersigned by the Employer's Representative. The cash book shall be closed on monthly basis.

9. Period

By operation of this Escrow Account, the Contractor is not relieved of any of its obligations under the Contract Agreement with respect to completion of the Works on time as stated in the Contract.

10. The Role of Escrow Account

The role of the Escrow Account is limited to ensure smooth flow of finance to the project by channeling project payments for speedy execution of the project.

11. Termination of the Escrow Agreement:

The Escrow Account shall be terminated when the full amount of all mobilization advance is repaid or the whole of the Works are "Taken Over" by the Employer or any other way of Termination whichever is acceptable to the Employer or when the original Contract of the project between the Employer and the Contractor comes to an end. The Escrow Agent shall receive a Notice of Termination in writing by the Employer and Contractor with immediate effect.

On termination of the account all remaining funds shall be paid to the Contractor subject to any dues to be recovered by the Escrow Agent and the Employer.

12. Amendments

Employer has the right to add any amendments with the written consent of the Contractor and the Escrow Agent when it is necessary in the interest of public money.

13. Governing Law

This Agreement shall be construed in accordance with the Laws of Sri Lanka and be subjected to the Jurisdiction of the Courts of Sri Lanka.

14. Miscellaneous

i. Good Faith

The parties hereto agree and recognize that not all matters forming the intent of the Parties hereto may be incorporated in this Agreement and not all possibilities which may arise in connection with the subject matter hereof can be foreseen at the time being and fully provided for at the execution of this Agreement. Where any omission or lacuna becomes known. The Parties hereto agree to amend in writing this Agreement to cover such omission or lacuna in conformity with spirit of this Agreement.

ii. Severability

If any provision of this Agreement or the application to any party or circumstances are determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or such provision or the application of such provision to such party or circumstances, other than those to which it is so determined to be invalid, illegal or unenforceable, will remain in full force and effect to the fullest extent permitted by law and will not be affected thereby unless such a construction would be unreasonable.

iii. Assignment

Neither this Agreement nor any right or interest under this Agreement may be assigned in whole or in part by any of the Party without the prior consent of the other parties.

iv. Non-waiver

The failure of either party to enforce a provision of the Agreement shall not be construed as a waiver of any of their rights and obligations in terms of this Agreement. The rights or remedies hereof are cumulative to any other rights or remedies, which may be granted by law.

v. Accrued Rights/Obligations

All of the rights and obligations referred to in this Agreement shall apply during the period of this Agreement provided that where any right(s) and/or obligation(s) has been accrued, such right/obligation shall nevertheless be complied with even after termination of this Agreement.

vi. Entire Agreement

This Agreement sets forth the entire understanding between the parties concerning the subject matter of the Agreement and incorporates and supersedes all prior negotiations and understandings.

vii. Joint Preparation

This Agreement is to be deemed to have been prepared jointly by the Parties hereto and any uncertainty or ambiguity existing herein shall be interpreted according to the application of the rules of interpretation.

15. Notices

Any notice of or other communications to be given or sent by the Employer/ Contractor/Escrow Agent shall be in writing and may be as provided hereunder served personally or sent by email or facsimile or registered mail to the addresses and to the persons as set out herein and shall be deemed to have been given as follows.

If personally served when served / or any email or by facsimile, on the second business day after transmission thereof on a facsimile machine to the proper fax number or if emailed to the proper email address / or if mailed (by registered post) on the third business day after deposit in the mail with postage pre-paid and properly addressed.

For the purposes hereof, the names, postal addresses, email addresses of the Parties hereto and the facsimile numbers (until written notice of a change thereof is given as provided in this clause) shall be as set forth below:

In the case of the Employer;

- (i) Contact name :- Deputy Director General (Construction)-(full name)
- (ii) Postal Address:-
- (iii) Facsimile No. :-
- (iv) Email Address:-

In the case of the Contractor;

- (i) Contact name :-(Designation & full name)
- (ii) Postal Address :-
- (iii) Tele No :-
- (iv) Email Address :-

In the case of Escrow Agent:

- (i) Contact name :-
- (ii) Postal Address:-
- (iii) Facsimile No :
- (iv) Email Address:-

IN WITNESS WHEREOF;

The Chairman and a Board Member On behalf of the Road Development Authority in accordance with the powers vested in them have set their hands and common seal of the Road Development

Authority is affixed to this and the on behalf of the M/S.and andfrom the (name of bank) in accordance with powers vested in them and have set their hands and common seal to be affixed here to and two others of the same tenor and date and the place hereinbefore mentioned.

The Common Seal of the said Road Development Authority is affixed hereto at Battaramulla in the presence of Chairman and Board Member

Chairman
Road Development Authority
"Maganeguma Mahamedura",

who do hereby attest the sealing hereof.

No.216,Denzil Kobbekaduwa
Mawatha, Koswatte, Battaramulla.

Board Member, RDA

Witnesses :

- 1.
- 2.

The Common Seal of the said M/s.....(Contractor) is affixed hereto in the presence of Managing Director

.....(full name)

who do hereby attest the sealing hereof

..... (address)

Witnesses :

- 1.
- 2.

Witnesses :

Signed at Battaramulla on thisday of 2025 by

.....

Deputy General Manager/authorized person 1

&

.....

As Assistant General Manager /authorized person2

Deputy General Manager

Assistant General Manager

- 1.
- 2.

First Schedule

Release of Escrow Funds

The Escrow Agent is authorized to accept instructions signed by any person individually or believed by the Escrow Agent to be signed by the following person individually on behalf of:

EMPLOYER

No.	Name of the Authorized Person	Designation	Signature
1	Full name NIC No:	Deputy Director General (Constructions)	
2	Full name NIC No:	Will be notified later	

CONTRACTOR

No.	Name of the Authorized Person	Designation	Signature
1	Full name NIC No:		
2	Full name NIC No:		
3	Full name NIC No		
4	Full name NIC No		

REVIEW ONLY

Second Schedule

<Contractor's Letter Reference No if any>

<<.....Date.....>>

Chief Manager

.....
.....

Request for Fund Transfer from Escrow Account No. xxxxxxxxxxxxxxxxxxxx

CONTRACT NAME :

Contract No.

This is with reference to ESCROW AGREEMENT signed on dd/mm/yyyy for the captioned Contract. Fund transfer request is herewith submitted as per the clause No.4 of the said Escrow agreement. We hereby request you to transfer the amounts specified as per the following table by debiting Escrow Account No xxxxxxxxxxxxxxxx maintain at your branch.

S No.	Cost Category	Purpose of the transaction	Name of the Payee / Beneficiary	Account No	Bank & Branch	Amount Rs.
1						
2						
3						
Total Value of the Payment						

Thanking You

.....

Authorized Signature for and on behalf of
ROAD DEVELOPMENT AUTHORITY

.....

Authorized Signature for and on behalf of
(Contractor)

ACCEPTABLE FORMAT FOR ADVANCE PAYMENT GUARANTEE

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

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

Date:

ADVANCE PAYMENT GUARANTEE No.:.....

We have been informed that *[name of Contractor]*
(hereinafter called, “the Contractor”) has entered into Contract No: **RDA/DC/SP/GOSL/2025/32**
dated2025, with you, for the **‘IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM’** (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 under the Contract.

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

This guarantee shall expire on*[insert the date, 28 days beyond the Time for Completion] of the Contract.*

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

ACCEPTABLE FORMAT FOR GUARANTEE OF RELEASE OF RETENTION MONEY

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

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

Date: -----

RETENTION MONEY GUARANTEE No.:-----

We have been informed that ----- (name of Contractor) (hereinafter called "the Contractor") had entered into Contract No: **RDA/DC/SP/GOSL/2025/32** dated2025, with you, for the execution of **'IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM'**. (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 Notification 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

VOLUME - 2

REVIEW ONLY

VOLUME 2

- Invitation For Bids
- Section 2 Bidding Data
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REVIEW ONLY

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 are located in Southern province, at Hambantota district.

Contract No.	Contract Name	Engineer's Estimate with contingencies (Rs. Mn)	CIDA Grade	Bid Security (Rs. Mn)	Contract Period (Days)
RDA/DC/SP/GOSL /2025/32	IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM	257	C4 or above	3.8	301

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 **06.06.2025 to 27.06.2025**
- a. **Provincial Director (SP), Road Development Authority, meddawatta, Matara.**
T: 041-2222150
- b. Deputy Director General (Procurement Management), Road Development Authority, 4th Floor, "Maganeguma Mahamedura", 216, Denzil Kobekaduwa Mawatha, Battaramulla. T P :011-2886863 Fax: 011-2884790
6. The Pre-Bid meeting will be held at **10:00 hrs. on 12.06.2025** at the office of the **Provincial Director (SP), Road Development Authority, Meddawatta, Matara** and a site visit must be arranged thereafter.
7. A complete set of Procurement Document in English language may be purchased by the interested bidders via email on submission of a 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 06.06.2025 **until 26.06.2025** during 09:00 hrs to 15:00 hrs for above contract.
- The procurement document can also be purchased by emailing the written application and valid cash deposit slip of non-refundable fee to rdaprocon@gmail.com, from 06.06.2025 **until 26.06.2025** during 09:00 hrs to 15:00 hrs.
- Non-refundable fee of Rs 50,000.00 (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 an amount given in the above table. Bid- Security must be valid up to **24.10.2025**.
9. 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 **14:00 hrs on 27.06.2025** 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.
10. Bid must be valid up to **26.09.2025**

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

SECTION - 2

BIDDING DATA

This Section shall be read in conjunction with Section 1- 'Instruction to Bidders', and is intended to provide specific information in relation to corresponding clauses in Section 1. Wherever there is a discrepancy, the provisions of Section-2-.Bidding Data shall supersede those provided in the Section 1 – Instructions to Bidders.

The Clause numbers given in this Section correspond to the Clauses with the same numbers in the Section 1 – 'Instruction to Bidders'.

Whenever a Clause number appears in this Section, it means the information in the corresponding Clause in Section 1 is supplemented and/or modified according to the information in the Clause in Section 2.

If a Clause number does not appear in this Section, it means the Clause with the corresponding number in Section 1, remains unchanged.

BIDDING DATA

Instructions to Bidders Clause Reference	
1.1	<p>Employer's Name and Address Road Development Authority established by the Road Development Authority Act No. 73 of 1981 as amended by Act No.05 of 1988 and No.37 of 2009.</p> <p>Address of the Employer is Road Development Authority "Maganeguma Mahamedura" 216, Denzil Kobbekaduwa Mawatha, Battaramulla. Telephone: 011-2862795 Fax: 011-2872272</p> <p>Name of the Authorized person to act on behalf of the Employer will be notified later.</p> <p>Scope of Works IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM under Contract number RDA/DC/SP/GOSL/2025/32</p> <p>The work consists of construction of sub base, base, asphalt surfacing and drainage.</p> <p>Located in Southern province, at Hambantota district</p>
1.2	<p>Time for Completion The Time for Completion of the whole of the Works shall be 301 Days.</p>
2.1	<p>Source of funds The source of funds is Government of Sri Lanka (GOSL).</p>
3.3	<p>Add a new sub-Clause 3.3 A misrepresentation or omission of facts in order to influence the procurement process shall make the Bid non-responsive and if detected after the award the bidder could be subjected to legal prosecution.</p>
4.1	<p>Qualification Information The following information shall be provided in Section – 9 – Schedules;</p> <ul style="list-style-type: none"> • Registration with CIDA Registration number Grade Specialty Expiry date <ul style="list-style-type: none"> • VAT registration numberIf not VAT registered, self-declaration on VAT registration. • Construction Programme with critical path and cash flow forecast. • Power of Attorney for the signatory in the Letter of Bid (written) • Authentication of the signature in the Letter of Bid • If a Joint Venture, the agreement or the letter of intent to enter into agreement • Legal status of the bidder (sole proprietor, Partnership, Company etc.) and articles of association to verify the nature of business • Total monetary value of construction work performed for each of the last five years.

	<ul style="list-style-type: none"> • Experience in works of a similar nature and size for during last ten years to satisfy the requirement in 4.2 (c). (Please submit the letter of acceptance, completion certificate, Final payment certificate approved by the employer along with relevant BOQ items to prove the similar nature for maximum of three contracts) • Audited financial reports for 2019/2020, 2020/2021, 2021/2022, 2022/2023, and 2023/2024 with each page signed by the auditor and the bidder • Availability of Construction equipment • Availability of Staff • Work plan and methods • Construction programme • Information on current work in hand • Details of Notice of Correct issued as per Schedules • Details of terminated contracts as per Schedules • Details of litigation and arbitration as per Schedules • Rate analysis for all the pay items in the BOQ • Letters of authorization allowing RDA to obtain verifications from bidder’s auditors and bankers as per Form 11
<p>4.2(a)</p>	<p>The bidders shall have a valid registration in Grade C4 or above in Highway Specialty, on the date of closing of bids.</p>
<p>4.2(b)</p>	<p>Average annual volume of construction work performed during last five years shall be at least Rs.385 million.</p> <p>Annual Average Construction Turnover (AACT) is calculated as follows,</p> $AACT = \frac{\sum ACT_n}{5} \quad \text{where, } n = 1\text{st} \dots\dots\dots 5\text{th year (last five years)}$ <p>ACT_n - Annual Construction Turnover of nth year (from the audited financial report)</p>
<p>4.2(c)</p>	<p>Add following</p> <p>The Bidder should have experience as prime/main contractor in the construction of at least one work of a nature and complexity similar to the Works of the value of which should be at least Rs 180 million (equivalent to US Dollar 601,123.00**) during the last ten years (to comply with this requirement, works cited should be at least 70% complete)</p> <p><i>** Indicative exchange rate of LKR to US dollar on 30.05.2025 (28 days prior to the Bid opening date)</i></p> <p>For the purpose of evaluation, to account for the high inflation prevailing in recent years, the value of aforementioned similar experience shall be converted to equivalent US dollars. The conversion rate shall be based on the indicative exchange dollar exchange rate prevailed on 28 days prior to the bid opening date of the particular project.</p> <p>The equivalent Dollar amount of similar experience is calculated as follows:</p> <p>Equivalent Dollar amount of similar exp: $\left. \vphantom{\text{Equivalent Dollar amount of similar exp:}} \right\} = \left[\begin{array}{l} \text{Final payment certificate} \\ \text{amount in Rupees} \end{array} \right] \times \left[\begin{array}{l} \text{Indicative exchange rate 1LKR to} \\ \text{USD *} \end{array} \right]$</p> <p>*Indicative exchange rate 28 days prior to the Bid opening date of the particular project.</p>

4.2(d)	<p>Essential equipment Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment shall be ,</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Machinery</u></th> <th style="text-align: left;"><u>Capacity</u></th> </tr> </thead> <tbody> <tr><td>1. Dump Truck</td><td>30 Ton</td></tr> <tr><td>2. Excavator</td><td>120 Hp</td></tr> <tr><td>3. wheel Loader</td><td>1.7 Cum or above</td></tr> <tr><td>4. Generator Set</td><td>10-100 KVA</td></tr> <tr><td>5 Backhoe Loader</td><td>50 – 100 Hp/1.0Cum</td></tr> <tr><td>6 Breakers</td><td></td></tr> <tr><td>7. Asphalt Pavers</td><td>10MT</td></tr> <tr><td>8. Steel Wheeled Roller</td><td>10 – 12 Ton; Static</td></tr> <tr><td>9. Steel Wheeled Roller</td><td>10 – 12 Ton; Vibratory</td></tr> <tr><td>10. Pneumatic tired roller</td><td>8 – 10 Ton</td></tr> <tr><td>11. Concrete mixture</td><td>400 ltr</td></tr> <tr><td>12. Air compressors</td><td>250 CFM</td></tr> <tr><td>13. Cargo truck with Crane</td><td>10 Ton</td></tr> </tbody> </table>	<u>Machinery</u>	<u>Capacity</u>	1. Dump Truck	30 Ton	2. Excavator	120 Hp	3. wheel Loader	1.7 Cum or above	4. Generator Set	10-100 KVA	5 Backhoe Loader	50 – 100 Hp/1.0Cum	6 Breakers		7. Asphalt Pavers	10MT	8. Steel Wheeled Roller	10 – 12 Ton; Static	9. Steel Wheeled Roller	10 – 12 Ton; Vibratory	10. Pneumatic tired roller	8 – 10 Ton	11. Concrete mixture	400 ltr	12. Air compressors	250 CFM	13. Cargo truck with Crane	10 Ton
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4.2(f)	<p>Liquid assets and / or credit facilities required</p> <p>The minimum amount of liquid assets available shall be Rs 77 million. The minimum amount of liquid assets available is calculated as follows.</p> $X = (A - L) - 0.3 W + C$ <p>Where, X = Minimum amount of liquid assets available, A = Current assets as given in the latest audited financial statements, L = Current liabilities as given in the latest audited financial statements, W = Outstanding contractual commitments as supported by an affidavit as per Form No. 07, C = Project specific revolving line of credit given by a bank as per given Form No-08</p> <p>Note: Available Working Capital of bidder should be equal or greater than 50% of minimum amount of the Liquid Asset (i.e. Rs.38.5 million).</p>																												
4.2 (h)	<p>Add a new Sub Clause 4.2 (h) Non – Performing Contracts</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Criteria</th> <th colspan="3" style="text-align: center;">Compliance Requirements</th> <th style="text-align: center;">Documents</th> </tr> <tr> <th rowspan="2" style="text-align: center;">Requirement</th> <th rowspan="2" style="text-align: center;">Single Entity</th> <th colspan="3" style="text-align: center;">Joint Venture</th> <th rowspan="2" style="text-align: center;">Submission Requirements</th> </tr> <tr> <th style="text-align: center;">All Partners Combined</th> <th style="text-align: center;">Each Partner</th> <th style="text-align: center;">One Partner</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Non-performance* in a contract has not occurred as a result of Contractor's default</td> <td style="text-align: center;">must meet requirement by itself or as partner of JV</td> <td style="text-align: center;">not applicable</td> <td style="text-align: center;">must meet requirement by itself or as partner of JV</td> <td style="text-align: center;">not applicable</td> <td style="text-align: center;">Schedule No. 11 (a) & 11 (b)</td> </tr> <tr> <td colspan="6" style="height: 20px;"></td> </tr> </tbody> </table>	Criteria	Compliance Requirements			Documents	Requirement	Single Entity	Joint Venture			Submission Requirements	All Partners Combined	Each Partner	One Partner	Non-performance* in a contract has not occurred as a result of Contractor's default	must meet requirement by itself or as partner of JV	not applicable	must meet requirement by itself or as partner of JV	not applicable	Schedule No. 11 (a) & 11 (b)								
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* All RDA projects (foreign & local funded) shall be considered for assessment of Non-performing Contracts (single entity contractor / any JV / any each partner of the JV, nominated sub-contractor) based on the following criteria.

1. Any bidder who submits a bid shall be disqualified for the award of the contract, if Notice to Correct (NC) has been issued within last five years 28 days prior to date of bid opening as per Clause 15.1 of Condition of Contracts on the poor performance of the Contractor or similar notice as per the relevant Conditions of Contract (COC) and is still in force, unless the Engineer certifies that Contractor has corrected the contents of the Notice to Correct. This certificate of Engineer, shall be submitted with the bid; or
2. If any Contract has been terminated due to the Contractor's default within last five years 28 days prior to date of bid opening, the bidder shall be disqualified for the award of contract.

4.2 (i)

Add a new sub clause 4.2 (i)

Pending Litigation and Arbitration

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture		Submission Requirements	
All Partners Combined		Each Partner	One Partner		
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than fifty (50%) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Schedule No. 12

10.1

Clarification of Procurement Documents

Employer's address for clarification of Procurement Documents is.

Deputy Director General (Procurement Management),
 RDA, Construction Division, 4th Floor, "Maganeguma Mahamedura", Denzil Kobbekaduwa Mawatha, Battaramulla
 Phone: 011 -2884790
 Fax: 011-2884790
 E-mail : rdaprocon@gmail.com

13.1 (B) (d)	<p>The bidder shall submit with its Bid the following additional documents</p> <ol style="list-style-type: none"> 1. Rate Analysis for all items as per the given format in Section 11 of Standard Forms (Bid No-10). 2. The original cash deposit slip (if applicable) of non-refundable deposit to prove the payment to obtain procurement document 3. Authority to contact and obtain references from any bank, financial institution, audit firm, or other relevant entities as deemed necessary to verify the accuracy of the documents and information submitted. (format in Section 11of Standard Forms (Bid No-11) 4. Certificate of Registration issued by the Registrar of companies in accordance with contract Act No 3 of 1987 and subsequent gazette notification/ letter of Intent.
14.3	<p>Add following to this Clause All taxes except VAT shall be incorporated to the rates.</p>
14.4	<p>Adjustment for change in cost The Contract is subjected to price adjustments.</p>
16.1	<p>Period of Bid validity: The Bid must be valid up to 26.09.2025</p>
17.1	<p>Amount of Bid security: The amount of Bid Security is Sri Lanka Rs. 3.8 Mn.</p>
17.2	<p>Validity of Bid Security The Bid Security must be valid up to 24.10.2025. The Bid Security shall be strictly in the format given in the Procurement Document.</p> <p>Bank guarantee issued by the any of the following banks/institutions are acceptable</p> <ol style="list-style-type: none"> (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 Bid Security issued by the Construction Guarantee Fund
18.	<p>Alternative Proposals by Bidders Delete entire Clause and substitute with the following:- "Bidders are not allowed to submit alternate proposals"</p>
19.1	<p>Pre – Bid meeting Pre-bid meeting will be held on 12.06.2025 at Provincial Director (SP), RDA, Meddawatta, Matara at 10:00 hrs. The site visit must be arranged thereafter with RDA representative.</p>
20.4	<p>Add new Sub Clause 20.4 All pages of the Bid shall be signed by the person or persons signing the Bid</p>
21.2(a)	<p>Submission of Bid Employer's address for the purpose of Bid submission is ; Deputy Director General (Procurement Management), Road Development Authority 4th floor, "Maganeguma Mahamedura" 216, Denzil Kobbekaduwa Mawatha, Battaramulla</p>

21.2(b)	<p>Name and Identification number of Contract The name of the Contract is ' IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM' Contract Number is RDA/DC/SP/GOSL/2025/32</p>
22.1	<p>Closing time for submission of Bids The closing time for submission of Bids is 14:00 hrs on 27.06. 2025.</p>
23.1	<p>Late Bids Any Bid received after the deadline for submission of bid will be returned unopened to the bidder after awarding the Contract.</p>
25.1	<p>Bid Opening Employer's address for the purpose of Bid opening is; Procurement Management Division, 4th floor, RDA, "Maganeguma Mahamedura" 216, Denzil Kobbekaduwa Mawatha, Battaramulla. The Bids shall be opened immediately after the deadline for submission of Bids, mentioned in sub-clause 21.2 & 22.1</p>
32.3	<p>Add New sub Clause 32.3 After evaluation of Bids in accordance with the procedures described under Clauses 28, 29, 30 and 31, 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.</p> <p>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.</p> <p>The Standstill period shall be at least ten (10) Working Days.</p> <p>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 Form No -09</p> <p>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.</p> <p>Address: The Chairman Department Procurement Appeal Committee (DPAC), 1st floor, "Maganeguma Mahamedura",</p> <p>Cash Deposit : Rs 10,000/=</p>
37	<p>Adjudicator Delete sub -Clause 37.0</p>

SECTION - 4

CONTRACT DATA

This Section shall be read in conjunction with Section 3- 'Conditions of Contract', and is intended to provide specific information in relation to corresponding clauses in Section 3. Wherever there is a discrepancy, the provisions in Section 4 – Contract Data shall supersede those provided in the Section 3 – Conditions of Contract.

The Clause numbers given in this Section correspond to the Clauses with the same numbers in the Section 3 – 'Conditions of Contract'.

Whenever a Clause number appears in this Section, it means the information in the corresponding Clause in Section 3 is supplemented and/or modified according to the information in the Clause in Section 4.

If a Clause number does not appear in this Section, it means the Clause with the corresponding number in Section 3, remains unchanged.

REVIEW ONLY

CONTRACT DATA

COC Clause Number/s	
1.1.2.2 & 1.3	<p>Employer's Name : Road Development Authority</p> <p>Employer's Address : 1st Floor, "Maganeguna Mahamedura", 216, Denzil Kobbekaduwa Mawatha, Battaramulla</p> <p>Name of the Authorized person to act on behalf of the Employer of the contract will be notified later.</p>
1.1.2.4 & 1.3	<p>The Engineer: will be notified later</p> <p>Engineer's Address: will be notified later</p>
1.1.3.3	Time for Completion is 301 Days
1.1.3.7	The Defects Notification Period is 365 Days.
3.1	<p>The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub- Clauses of these Conditions.</p> <p>I Clause 13.3 - Variations Procedure</p> <p>II Clause 5.0 - Nominated Subcontractors</p> <p>III. Clause 8.4 - Extension of Time for Completion</p> <p>IV. Clause 8.8 - Suspension of Work</p> <p>V. Clause 8.11 – Prolonged Suspension</p> <p>VI. Clause 10 - Employer's Taking Over</p> <p>VII. Clause 11.3 – Extension of Defects Notification Period</p> <p>VIII. Clause 11.8 - Performance Certificate</p> <p>IX. Clause 13.6 - Adjustments in Changes in Legislation</p> <p>X. Clause 16.4 - Payment on Termination</p> <p>XI. Clause 19.1 – Contractor's Claim</p> <p>Notwithstanding any obligations set out elsewhere in this Contract to obtain approval from the Employer, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties or responsibilities under the Contract, instruct the Contractor to execute all such work or to do such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Initial Contract Price /Accepted Contract Amount, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p>
4.2	<p>Performance Security</p> <p>The Performance Security will be in the form of a demand guarantee as per format given in Section 5 of Procurement Document.</p> <p>The amount of Performance security is 5% of the Initial Contract Price /Accepted Contract Amount. The Performance Security shall be valid 28 days after the expected expiry of the Defects Notification Period for the Works.</p> <p>Performance security issued by the any of the following banks/institutions are acceptable.</p> <p>(a). A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.</p>

	<p>(b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.</p> <p>(c) Unconditional, on demand Performance Security issued by the Construction Guarantee Fund</p>
<p>4.17</p>	<p>Change the Heading from ‘Quality Assurance’ to ‘Quality Control’</p> <p>Replace the text of the Sub-Clause 4.17 with the following text:</p> <p>4.17(a) Identifying Defects The Engineer shall check the Contractor’s work and notify the Contractor of any Defects that are found and shall specify a time within which the defects are to be rectified. Such checking shall not affect the Contractor’s responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.</p> <p>4.17(b) Tests If the Engineer instructs the Contractor to carry out a test which is not specified in the Specification or Bills of Quantities in sufficient details to enable the Contractor to have priced or allowed for the same in the Bid and the test shows that the workmanship or Material is defective then the Contractor shall pay for the tests and samples. If the test shows that the workmanship and Materials is in accordance with the Contract and if the Contractor suffers delay and /or incurs Cost from complying with these instructions or as a result of delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19 (Contractor’s Claims) to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 (Extension of Time for Completion): and (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 (Determinations) to agree or determine these matters. The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor’s test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.</p> <p>4.17(c) Correction of Defects</p> <p>4.17(c-1) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Notification Period, which begins at completion, and is defined in the Contract Data.</p> <p>4.17(c-2) Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer’s notice.</p> <p>4.17(c-3) On completion of the Defects Notification Period and correction of Defects in accordance with Sub-Clause 4.17(c-2) or 4.17(d), and on certification of the final payment, the Engineer shall issue the Final Payment Certificate to the Contractor</p> <p>4.17(d) Uncorrected Defects If the Contractor has not corrected a Defect within the time specified in the Engineer’s notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor shall subject to sub-Clause 2.4 (Employer’s Claims) pay these cost to the Employer.</p>

<p>6.4</p>	<p>Working hours Add sub -Clause 6.4 Normal working hours should be 8.30a.m to 5.00p.m “Working Days” shall mean a day other than Saturday, Sunday, Mercantile holidays</p>								
<p>7.7</p>	<p>Royalties Add following to 7.7 (a)</p> <p>The Contractor shall submit proof of 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 to the relevant authorities.</p>								
<p>8.4 (C)</p>	<p>Exceptionally adverse climate conditions mentioned in Sub-clause 8.4 (C) means,</p> <ul style="list-style-type: none"> (I) In any single day, the rainfall measured at the nearest meteorological station, exceeds the 95-percentile value of the daily rainfall for that calendar month of that station, as calculated using the last 60 calendar months of that station’s rainfall records or, in case where the station’s rainfall records do not extend back as far as 60 months, then the stations available records, and (II) Work is in progress that day in that station’s zone of influence (III) Critical Path work actions are affected as a result of adverse weather 								
<p>8.7</p>	<p>Liquidated Damages The Liquidated Damages for the whole of the works shall be 0.05% of Initial Contract Price /Accepted Contract Amount per Day.</p> <p>The maximum amount of Liquidated Damages for the whole of the works shall be 10% (ten percent) of the Initial Contract Price /Accepted Contract Amount.</p>								
<p>12.2(b)</p>	<p>The method of Measurement shall be as Standard Specification 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 (SCA/5 Second edition -June 2009)</p>								
<p>12.3(a)</p>	<p>Evaluation Add following</p> <p>Variation Exceeding 25 percent</p> <p>If on the issue of the Taking Over Certificate for the whole of the Works it is found that there is a reduction or increase of more than 25% in the Quantity of any unit priced items in the original Bill of Quantities for which the total cost based on the rate for that item in the Bill of Quantities is more than 5% of the “ effective Contract Price”(which for the purpose of this sub-clause shall be the Initial Contract Price /Accepted Contract Amount, excluding the provisional sums and allowances for day works, if any, and the adjustment of price under sub clauses 13.6 and 13.7 at statement at completion) then,</p> <ul style="list-style-type: none"> a. The excess quantity of particular item shall be paid as describes in following table <table border="1" data-bbox="416 1868 1370 2051"> <thead> <tr> <th>Excess quantity</th> <th>Method of payment</th> </tr> </thead> <tbody> <tr> <td>up to 25%</td> <td>Original Bill of Quantity rate</td> </tr> <tr> <td>Between more than 25% and less than 50%</td> <td>90% of Original Bill of Quantity rate</td> </tr> <tr> <td>more than 50%</td> <td>83% of Original Bill of Quantity rate</td> </tr> </tbody> </table>	Excess quantity	Method of payment	up to 25%	Original Bill of Quantity rate	Between more than 25% and less than 50%	90% of Original Bill of Quantity rate	more than 50%	83% of Original Bill of Quantity rate
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	<p>b. Quantity reduction of particular item shall be paid as described below</p> <p>If the final quantity of work done in particular item is 75% of the original Bill of Quantities or less shall be paid at the rate shown in the Bill of Quantities. In addition, a payment of 17% of the difference between 75% of the estimated amount for that item and the final amount for that item shall be made to the Contractor.</p>																																													
13.4(b)	<p>Percentage for adjustment of Provisional Sums</p> <ol style="list-style-type: none"> 1. For the works executed by Utility Authorities - 10% 2. For the works directly executed by the Contractor – 20% 3. For supplying and services-10% 4. No provision of Sub Contractors 																																													
13.7	<p>Price Adjustment The contract is subjected to price adjustment</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">ITEM NO</th> <th style="width: 55%;">NAME OF INPUT</th> <th style="width: 30%;">PERCENTAGE</th> </tr> </thead> <tbody> <tr> <td>P2</td> <td>Bitumen 60/70</td> <td>19.99%</td> </tr> <tr> <td>M30C</td> <td>Heavy Equipment</td> <td>17.41%</td> </tr> <tr> <td>M48</td> <td>ABC Road Metal</td> <td>14.95%</td> </tr> <tr> <td>L3</td> <td>Un Skilled Labour</td> <td>8.85%</td> </tr> <tr> <td>P3</td> <td>Fuel</td> <td>7.02%</td> </tr> <tr> <td>L2</td> <td>Semi-Skilled Labour</td> <td>4.07%</td> </tr> <tr> <td>M13</td> <td>Reinforcement Steel</td> <td>3.50%</td> </tr> <tr> <td>M3</td> <td>Cement</td> <td>3.31%</td> </tr> <tr> <td>M7</td> <td>Aggregate</td> <td>3.17%</td> </tr> <tr> <td>M45</td> <td>Earth</td> <td>2.18%</td> </tr> <tr> <td>M21</td> <td>Formwork (Timber)</td> <td>1.99%</td> </tr> <tr> <td>L1</td> <td>Skilled Labour</td> <td>1.94%</td> </tr> <tr> <td>M8</td> <td>Sand</td> <td>1.62%</td> </tr> <tr> <td colspan="2" style="text-align: center;">SUB TOTAL</td> <td style="text-align: center;">90.00%</td> </tr> </tbody> </table> <p>Non-adjustable items shall be bill no. 01 (Preliminaries & Generals), Day Works, and all Provisional Sums & Lump Sums items.</p>	ITEM NO	NAME OF INPUT	PERCENTAGE	P2	Bitumen 60/70	19.99%	M30C	Heavy Equipment	17.41%	M48	ABC Road Metal	14.95%	L3	Un Skilled Labour	8.85%	P3	Fuel	7.02%	L2	Semi-Skilled Labour	4.07%	M13	Reinforcement Steel	3.50%	M3	Cement	3.31%	M7	Aggregate	3.17%	M45	Earth	2.18%	M21	Formwork (Timber)	1.99%	L1	Skilled Labour	1.94%	M8	Sand	1.62%	SUB TOTAL		90.00%
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14.2	<p>Advance Payment A total Advance Payment of 20% of the Initial Contract Price /Accepted Contract Amount net of Contingencies and Provisional Sums would be made in two equal instalments on submission of an advance payment guarantee. The second instalment would be paid only after establishing that the first instalment of the advance payment has been used exclusively for mobilization of this project and submission and approval of detailed construction programme with network analysis and resource scheduling.</p> <p>First part of the advance payment would only be paid after signing of a formal Contract Agreement</p> <p>Advance Payment Guarantee issued by the any of the following banks/institutions are acceptable.</p> <p>(a). A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.</p>																																													

	<p>(b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.</p> <p>(c) Unconditional, on demand Advance payment Guarantee issued by the Construction Guarantee Fund.</p>	
14.3(c)	<p>Percentage of retention</p> <p>Limit of Retention Money</p>	<p>10% of net payment due (including material at site) from interim payments before making any adjustments for price fluctuation.</p> <p>5% of the Initial Contract Price/Accepted Contract Amount</p>
14.5	<p>Minimum amount of Interim Payment Certificates</p>	<p>Rs 13 Mn. (Rupees Thirteen million).</p>
14.6	<p>Payment</p> <p>14.6(a) Delete “14 Days “and replace with “28 Days”</p> <p>Add sub -Clause14.6(d)</p> <p>Payment to the Contractor shall be managed through an Escrow Account with respect to this contract, open by the Contractor from bank registered in the Central Bank of Sri Lanka in favour of both parties to the Contract in the given format.</p>	
14.7	<p>Delay Payment</p> <p>Delete Clause 14.7 of Conditions of Contract and replace with the following</p> <p>If the Contractor does not receive payment in accordance with Sub- Clause 14.6 (Payment) the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date of payment specified in Sub- Clause 14.6 (Payment) irrespective (in the case of its sub paragraph (b)) of the date on which any Interim Payment Certificate is issued.</p> <p>Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is 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.</p>	
15.2(h)	<p>Add following</p> <p>Termination by Employer</p> <p>If the delay is more than the period, for which the Maximum Delay Damage is allowed to be applied, the Employer may consider this situation as Contractor’s fundamental breach of the Contract, and the Employer may consider Termination of the Contract. The Delay is determined by updating the latest approved program with actual progress, considering the latest approved programme as a Baseline.</p>	

<p>18.1</p>	<p>Insurance for Works and Contractor's Equipment</p>	<p>Add to the Sub Clauses The minimum covers shall be :</p> <p>(a) The minimum cover for insurance of the Works and Plant and material is 115% of the Initial Contract Price /Accepted Contract Amount</p> <p>(b) The minimum cover for loss of damage to Equipment is the replacement cost of Equipment.</p>
<p>18.2</p>	<p>Third Party Insurance (including Employer's Property)</p>	<p>(a) The minimum cover for Insurance of other property (other than the site) is to cover the building and property adjacent to the site and reinstatement of Rs 1,000,000.00</p> <p>(b) The minimum cover for personnel injury or death or Third party is Rs 1,000,000.00 per event. Number of events are unlimited.</p>
<p>18.3</p>	<p>Insurance for Contractor's Personnel</p>	<p>(a) The minimum cover for personnel injury or death, For employees of the Employer and other persons engaged by the Employer in the Work is Rs 1,000,000.00 per event. Number of events are unlimited.</p> <p>(b) The minimum cover for personnel injury or death, For the Contractor's workmen is Rs 1,000,000.00 per person. Number of persons are unlimited. Contractor's employees other than workmen is Rs 1,000,000.00 per person. Number of persons are unlimited. Employer's and Engineer's Employees is Rs 1,000,000.00 per person. Number of persons are unlimited.</p> <p>Add the following Sub-Clause Contractor shall bear all costs in connection with the damages to the works, his labourers, Employer's staff and adjacent properties and pay any compensation to them. Contractor shall pay any damage to Third party due to closure of roadways, and blockages of road ways or access to all business premises due to the implementation of the works of the Contract.</p> <p>Contractor shall indemnify the Employer for any losses or damages or any compensation due to cause of the works under the Contract.</p>

19

Claims, Dispute and Arbitration

Delete Sub -Clause 19.1, 19.2, 19.3, 19.4 & 19.5 and replace with the following

19.6 (a)

Contractor's Claim

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable as and not later than 28 Days after the Contractor became aware or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 Days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 Days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim may be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 42 Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Engineer shall respond with approval or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Any proposal requesting additional time to submit a detail claim shall not be unreasonably rejected by the Engineer or the Contractor as the case may be.

Within the above defined period of 42 Days, the Engineer shall proceed in accordance with Sub Clause 3.4 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

If the Engineer does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub Clause 19.6 (d) (obtaining Dispute Board Decision)

Each Payment Certificate shall include such additional payment for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

If the Engineer does not respond as stated above, within the time frame defined in this Clause, in respect of a claim for additional payment, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer such claim to the Dispute Board in accordance with Sub-Clause 19.6(d) [Obtaining Dispute Board's Decision].

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment, shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

19.6(b)

Appointment of the Dispute Board (DB)

Disputes shall be referred to a DB for decision in accordance with Sub-Clause 19.6(d) (Obtaining Dispute Board's Decision). The parties shall jointly appoint a DB within 35 Days from the Commencement Date.

The DB shall comprise, either one or three suitably qualified Adjudicator ["the members"], each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the parties do not agree otherwise, the DB shall comprise three persons.

If the Parties have not jointly appointed the DB 21 Days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the information of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as the chairman.

The DB agreement, between the Parties and either the sole member or each of the three members, shall comprise the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause. The appointment of any member may be terminated by mutual agreement of both

19.6(c)

Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB [including each member] shall expire when the discharge referred to in Sub-Clause 14.11(Discharge) shall have become effective.

Failure to Agree on the Composition of the Dispute Board

If any of the following conditions apply, namely:

(a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of Sub-Clause 19.6 (b) [Appointment of the Dispute Board].

(b) either Party fails to nominate a member (for the information of the other Party), or fails to nominate a member, for a DB of three persons by such date,

(c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date,

(d) the Parties fail to agree upon the appointment of a replacement person the third member (to act as Chairman) of the DB by such date, or the Parties fail to agree upon the appointment of a replacement person within 42 Days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, then the Institute of Engineers, Sri Lanka (IESL), as the appointing entity, shall upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member(s) of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity.

19.6(d)

Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within 84 Days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or in an arbitral award. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within 28 Days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 Days [or as otherwise approved] after receiving such reference, then either Party may, within 28 Days after this period has expired, give a Notice of Dissatisfaction to the other Party and intention to commence arbitration.

	<p>In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 19.6 (h) [Failure to Comply with Dispute Board's Decision] and Sub-Clause 19.6(i) [Expiry of Dispute Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Sub-Clause.</p> <p>If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 Days after it received the DB's decision, then the decision shall become final and binding upon both Parties.</p>
<p>19.6(e)</p>	<p>Amicable Settlement</p> <p>Where a Notice of Dissatisfaction has been given under Sub-Clause 19.6(d) above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty sixth day on which Notice of Dissatisfaction was given, even if no attempt at amicable settlement has been made.</p>
<p>19.6(f)</p>	<p>If amicable settlement has not been reached, and notice of arbitration has been given by either Party, arbitration shall commence in accordance with the provisions of section 18 of part V of the Arbitration Act No.11 of 1995 or any amendments thereof.</p> <p>Arbitration Subject to complying with Sub-Clause 19.6(d) [Obtaining Dispute Board's Decision];</p> <p>(a) any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof,</p> <p>(b) pending the award in any arbitration proceedings hereunder, (i) This Contract and the rights and obligations of the Parties shall remain in full force and effect, and (ii) Each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.</p>
<p>19.6(g)</p>	<p>Composition of the Arbitral Tribunal:</p> <p>The arbitral tribunal shall consist of a tribunal of three arbitrators unless otherwise stated in the Contract data, who shall be appointed in the manner provided in the Selection Procedure as given below. Selection Procedure:</p> <p>The procedure for selection of a three-member arbitral tribunal shall be in accordance with Arbitration Act No,11 of 1995 or any amendment thereof.</p> <p>In the case of a three-member arbitral tribunal, each Party shall nominate one member for the information of the other Party. These two members shall appoint the third member who shall act as the chairman of the tribunal. In the event of either Party failing to nominate a member and or the two members so nominated, fail to appoint the third member, then either Party may request one of the recognized arbitration centers in Sri Lanka as stated in the Contract</p>

APPENDIX TO CONTRACT DATA

A General Conditions of Dispute Board Agreement

1. Definitions	<p>Each "Dispute Board Agreement" is a tripartite agreement by and between:</p> <ul style="list-style-type: none"> (a) the "Employer"; (b) the "Contractor"; and (c) the "Member" who is defined in the Dispute Board Agreement as Being one of the three persons who are jointly called the sole member of the "DB"(or "Dispute Board") and, where this is the case, all reference to the "Other Member" do not apply, or where this is the case, the other two persons are called the "Other Members." <p>The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.</p>
2. General Provisions	<p>Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:</p> <ul style="list-style-type: none"> (a) the Commencement Date defined in the Contract, (b) when the Employer, the Contractor and the Member have each Signed The Dispute Board Agreement, or when the Employer, the Contractor and each of the Other Members have respectively each signed a Dispute Board Agreement. <p>This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 Days notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.</p>
3. Warrants	<p>The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other his/her warranty and agreement of impartiality and independence.</p> <p>When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:</p> <ul style="list-style-type: none"> (a) experienced in the work which the Contractor is to carry out under the Contract, (b) experienced in the interpretation of contract documentation, and (c) fluent in the language for communications defined in the Contract
4. General Obligations of the Member	<p>The Member shall:</p> <ul style="list-style-type: none"> (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement; (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement. (c) have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part; (d) not, for the duration of the Dispute Board Agreement, be employed as a

	<p>consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members;</p> <p>(e) comply with the annexed procedural rules and with Sub-Clause 19.6(d) (Obtaining Dispute Board's Decision) of the Conditions of Contract;</p> <p>(f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;</p> <p>(g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;</p> <p>(h) ensure his/her availability for all site visits and hearings as are necessary;</p> <p>(i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;</p> <p>(j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members; and</p> <p>(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members.</p>
<p>5. General Obligations of the Employer and the Contractor</p>	<p>The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively. The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members:</p> <p>(a) be appointed as an arbitrator in any arbitration under the Contract;</p> <p>(b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract;</p> <p>or</p> <p>(c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.</p> <p>The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.</p> <p>Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 19.6(d) (Obtaining Dispute Board's Decision) of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.</p>
<p>6. Payment</p>	<p>The Member shall be paid as follows:</p> <p>(a) a retainer fee per calendar month, which shall be considered as payment in full for:</p> <p>(i) being available on 28 Days notice for all site visits and hearings;</p> <p>(ii) becoming and remaining conversant with all project developments and maintaining relevant files;</p> <p>(iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and</p> <p>(iv) all services performed hereunder except those referred to in subparagraphs (b) and (c) of this Clause.</p>

	<p>The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.</p> <p>With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated</p> <p>(b) a daily fee which shall be considered as payment in full for:</p> <ul style="list-style-type: none"> (i) each day or part of a day up to a maximum of two Days travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members; (ii) each working day on Site visits, hearings or preparing decisions; and (iii) each day spent reading submissions in preparation for a hearing. <p>(c) all reasonable expenses including necessary travel expenses (hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, and faxes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause.</p> <p>The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the entire duration of the Contract. The Member shall submit invoices for payment of the monthly retainer quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.</p> <p>The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.</p> <p>If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.7(Delayed Payment) of the Conditions of Contract.</p> <p>If the Member does not receive payment of the amount due within 70 Days after submitting a valid invoice, the Member may (i) suspend his/her services(without notice) until the payment is received, and/or(ii) resign his/her appointment by giving notice under Clause 7.</p>
<p>7. Termination</p>	<p>At any time:(i)the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 Days notice to the Member; or (ii) the Member may resign as provided for in Clause 2.</p> <p>If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.</p> <p>If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.</p> <p>Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.</p>

8. Default of the Member	<p>If the Member fails to comply with any of his obligations under Clause 4(a)-(d) above, he shall not be entitled to any fees or expenses here under and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions of the DB which are rendered void or ineffective by the said failure to comply.</p> <p>If the Member fails to comply with any of his obligations under Clause 4(e)-(k) above, he shall not be entitled to any fees or expenses here under from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions of the DB which are rendered void or ineffective by the said failure to comply.</p>
9. Disputes	<p>Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled in accordance with Arbitration Act No 11,1995 of Sri Lanka with a sole Arbitrator.</p>

PROCEDURAL RULES

1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 70 Days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 35 Days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish copy each to the members of the DB all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party.
5. If any dispute is referred to the DB in accordance with Sub-Clause 19.6 (d) (Obtaining Dispute Board's Decision) of the Conditions of Contract, the DAB shall proceed in accordance with Sub-Clause 19.6 (d) (Obtaining Dispute Board's Decision) and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

8. The Employer and the Contractor empower the DB, among other things, to:
- (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures, and
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute
9. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DAB shall make and give its decision in accordance with Sub-Clause 19.6 (d) (Obtaining Dispute Board's Decision), or as otherwise agreed by the Employer and the Contractor in writing. The DB:
- (a) shall convene in private after a hearing, in order to have discussions and prepare its decision;
 - (b) shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - (c) Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

FORMAT FOR DISPUTE BOARD AGREEMENT

[for each member of a three – person DAB]

Name and details of Contract
Name and address of Employer
Name and address of Contractor
Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the Dispute Board (DAB) [and desire the Member to act as chairman of the DB]

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Board Agreement comprise the “General Conditions of Dispute Board Agreement” which is appended to the General Conditions of the "Standard Bidding Document, Procurement of Works, Major Contracts-Third Edition, January 2020" and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Board Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Board Agreement.
2. [Details of amendments to the General Conditions of Dispute Board of Dispute Board Agreement, if any For example:
In the procedural rules annexed to the General Conditions of Dispute Board Agreement, Rule _____ is deleted and replaced by: “.....”]
3. In accordance with Clause 6 of the General Conditions of Dispute Board Agreement the Member shall be paid as follows.
A retainer fee of _____ per calendar month,
Plus a daily fee of _____ per day.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Board Agreement, the Member undertakes to serve, as described in this Dispute Board Agreement, as one of the three persons who are jointly to act as the DB.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Board Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of _____

SIGNED by: _____
for and on behalf of the Employer
in the presence of

SIGNED by: _____
for and on behalf of the Contractor
in the presence of

SIGNED by: _____
the Member
in the presence of

Witness:
Name:
Address:

Witness:
Name:
Address:

Witness:
Name:
Address:

Date:

Date:

Date:

SECTION - 6

SPECIFICATIONS

REVIEW ONLY

SPECIFICATION

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.

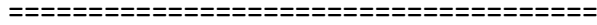
The ICTAD Publication No. of this publication is SCA/5 Second Edition –June 2009

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

REVIEW ONLY

PARTICULAR SPECIFICATIONS

PREAMBLE



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 Second Edition –June 2009, 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.

REVIEW ONLY

PRELIMINARIES & GENERAL

P001. Mobilization & Demobilization

The Contractor shall submit to the Engineer within 14 days from the date of Letter of Acceptance his mobilization and demobilization plan for equipment, plant and machinery required for the Project. Plan shall include the location of plant, machinery and equipment and mode of transport. Engineer shall approve the mobilization and demobilization plan and payment shall be based on schedule of mobilization.

Payment

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

Item No	Description	Pay Unit
P (001)	Allow for mobilization & demobilization	L.S.

P002 Provide Furniture & Equipment for the Engineer's Office

The Contractor shall provide & maintain the office equipment and furniture for use of Engineer. At the completion of Contract all furniture and office equipment shall become the property of the RDA

Payment

Payment shall be made from the pay item in the Bill of Quantities

Item No	Description	Pay Unit
P (002)	Provide office furniture & Equipment for the Engineer's office	PS

P003 Engineer's Staff

The Contractor shall provide at all times during the period of the Contract, for the exclusive use of the Engineer, all such workmen as the Engineer may deem necessary for the carrying out of his duties in connection with the Contract.

The workmen shall be selected for their abilities and knowledge and so far as possible the same workmen shall be provided throughout the period of the Contract.

The following staff shall be provided by the Contractor for the assistance of the Engineer in his duties as instructed by the Engineer unless otherwise stated in the Bill of quantities.

Note: Prior approval shall be obtained from the Employer representative.

Payment

Payment shall be made at the unit price as contained in the BOQ

Item No.	Description	Pay Unit
P(003)	Technical officer (min 03 yrs experience)	Month

1.01 LAND AVAILABLE

The land available to the Contractor free of charge shall be the land occupied by the permanent works or the existing road right of way, whichever is greater in width.

1.02 DAMAGE TO LAND AND CROPS

Where land is made available to the Contractor free of charge, the Contractor shall under no circumstances interfere with this land whether for Permanent or Temporary works until the evaluation of all compensation has taken place and permission to proceed has been received from the Engineer. Care shall be taken during the Works to ensure that no unnecessary damage is caused to the land or crops and that all reasonable precautions are taken to prevent soil erosion and mosquito breeding. On completion of the work, the land shall be left in a tidy condition as directed by the Engineer.

1.03 GRAVES, TOMBS, RELIGIOUS OR TRADITIONAL MONUMENTS

Areas which contain graves, tombs and religious or traditional monuments within the Site shall be cleared by the Contractor in accordance with the written instructions of the Engineer.

2.04 CONTRACTOR'S HOUSING, STORES AND WORKSHOP AREAS

The location and layout of housing, stores and workshop areas together with their use and detailed dimensions shall be approved by the Engineer. The Contractor shall not erect any structures on the Site without the approval of the Engineer.

On the commencement of the Contract the Contractor shall fence off all areas designated for housing, plant-yard, workshops, offices and the like. By the end of the Period of Defects Notification Period or at such earlier time as the Engineer may instruct or approve, the Contractor shall clear all structures, plant and rubble from these areas and leave them in a condition acceptable to the Engineer.

2.05 FIRST AID FACILITIES

The first aid, welfare and safety standards to be provided and observed shall be at least equal to those laid down by the Ministry of Health/Labour for Industrial sites of similar size and remoteness and approved by the Engineer.

The Contractor shall, within 24 hours of the occurrence of any accident at or about the Site or in connection with the execution of the Works, report such accident to the Engineer and to the Competent Authority where required by Law. At least one person permanently on the Site shall have been trained in first aid and the person so designated shall have been made known to the Engineer in writing and to all employees by the posting of his name and designation in a prominent position on the Site.

1.06 SECURITY SERVICES FOR ENGINEER

The Contractor shall be responsible for all matters of security concerning the vehicles and housing, offices for the Engineer. The costs in connection with this clause shall be deemed to be included in the Contractor's tendered rates.

1.07 WATER SUPPLY

The Contractor shall make his own arrangements and at his own costs for the provision from approved sources of adequate clear water for use in construction of the Works or otherwise. Quantities of water withdrawn from the approved sources shall be such that the requirements of the local population in respect of water for irrigation, drinking purposes, etc., are not interfered with. The Contractor shall have obtained permission from the appropriate Authorities in each case for the abstraction of water from any natural source, before the Engineer approves the use of such source.

1.08 SERVICES

The Contractor shall make his own arrangements for the supply of electricity for power and light and of any other services required in order to carry out the Works and he shall make his own arrangements, subject to the approval of the Engineer, for the disposal of sewage and all waste materials during the execution of the Works. All such services shall be at the Contractor's own expense.

1.09 PROTECTION OF MAINS AND SERVICES

The Contractor shall protect and support at his own costs during the construction of the Works, all pipes, mains, cables, overhead lines and other apparatus, which might be endangered by his operations.

In the event of any pipes, mains or cables being exposed at any time, the Contractor shall immediately notify the Authority or proprietor concerned and shall not cover the exposed pipe, main or cable until it has been examined and approved by the appropriate Authority or proprietor.

Before commencing any section of the Works the Contractor shall at his own expense obtain full information with regard to the position and depth of all pipes, mains and cables.

The Contractor is responsible for making arrangements with the Public Authorities and other duly constituted bodies for the phasing into his programme of works, of all the work which needs to be done by them or their contractors concurrently with the Works. If in the execution of the Works, any damage to any service or apparatus or any interruption of or delay to the provision of any service is caused, the Contractor shall bear and pay the cost reasonably incurred by the Authority or body concerned in making good such damage and shall make full compensation to the Authority or other body for any loss sustained by reason of such interruption or delay.

In the case of damage caused to water mains, pipes or fittings less than 2 inches in diameter the Contractor shall repair the damage himself at his own expense without delay. The Contractor shall be responsible for any damage caused to the permanent works or to adjacent property by water flooding due to damage caused by him to water mains, pipes or fittings.

1.10 QUARRIES AND BORROW PITS

The Contractor shall be responsible for opening up any quarry or borrow pit and shall organize his methods of operation so that only material of a type and quality approved by the Engineer shall be selected for use in the Works. The Contractor shall provide, erect, operate and maintain all plant necessary for their proper operation, together with any access roads, temporary bridges or the like necessary for the supply to the Works of the aforementioned and pay all charges incurred, including the rights for entering the land and extracting the material, or for any other compensation.

No claim shall be allowed for delays or for any other reason in this respect.

1.11 OTHER WORKS

During the course of the Contract the Employer may cause other works such as the installation or removal or resetting of services to be carried out, on through or adjacent to the Site.

The Contractor shall at all times comply with the requirements of the relevant Clauses of the Conditions of Contract in respect of these and any other Works not included in the Contract and shall allow reasonable access as approved by the Engineer on and through the Site of the Works to any other contractor or workmen who may be working on or near the Site for this reason at no extra cost.

1.12 POSSESSION OF THE SITE

Possession of the site will be in accordance with the General Conditions of Contract. Possession will be granted in accordance with the Contractor's Programme referred to in the Conditions of Contract and the Specifications and approved by the Engineer.

1.13 BOREHOLE INFORMATION

Information regarding the position and depth of boreholes and the results obtained are shown on the drawings and Contractor shall be deemed to have considered this information and checked its accuracy during the Tender Period, and to have satisfied himself of the characteristics of the materials and the suitability of the plant and the methods of working on which he has based his rates.

1.14 WEATHER CONDITIONS

The Contractor shall not be entitled to extra payment by reason of the occurrence or effect of high winds, excessive rainfall, temperature, humidity or any other meteorological phenomena.

1.15 PROGRAMME

In addition to the requirements of the Conditions of Contract the Contractor shall furnish to the Engineer within one calendar month from the commencement date a detailed programme of the order in which he proposes to carry out the Works. The programme shall include time and progress charts so that actual progress on each operation can be shown against anticipated progress. Due allowance should be made for the seasonal rains and also in accordance with the relevant clauses in this specifications.

The Contractor shall keep the progress of the Works under continuous review. When necessary the programme shall be updated at regular intervals as required by the Engineer.

1.16 CONTRACT DOCUMENTS AND DRAWINGS

The Contractor shall be issued Contract Documents and Drawings. When necessary the Contractor shall also be supplied with two copies of any further drawings, which may be issued in accordance with the Contract.

1.17 PRESERVATION OF SURVEY MARKERS

The Contractor shall locate and where possible preserve or else relocate all survey markers established for the execution of the Works. Where such survey markers will be disturbed, the Contractor shall accurately reference these to permanent concrete markers before such work is commenced.

Where it is likely that any survey marker which is the property of the Survey Department will be disturbed, the Contractor shall inform the appropriate Survey Authorities at least 14 days before the marker is endangered and ensure that the Survey Authorities take appropriate action.

1.18 DIMENSIONS AND LEVELS

The Contractor on the Site shall verify all Dimensions and levels shown on the Drawings or mentioned in documents forming part of or issued under the Contract and he shall immediately inform the Engineer of any apparent errors or discrepancies in such dimensions or levels.

1.19 NIGHT WORKING

The Contractor may be permitted to carry out work during the night and shall submit full details of the methods of working and lighting, control of traffic and any other information, which the Engineer may request. No night working shall be carried out without the Engineer's approval, and the Engineer has

the right to withhold or withdraw approval if, in his opinion, such work presents undue hazard or disturbance to the public, or is in any other way unsatisfactory.

The Contractor's intentions on night working shall be made known to the Employer on the programme of Works supplied with his tender.

1.20 AMENITY AND ACCESS

The Contractor shall ensure that, in carrying out the Works, he causes no damage by plant, workmen, flooding, subsidence or otherwise to any property. He shall take all precautions to the satisfaction of the Engineer to ensure that such hazards are avoided and public amenity maintained, and he shall be responsible for any damage that may occur.

The Contractor shall be responsible for providing and maintaining access to and along the Site for his own purposes, including any temporary river or swamp crossings he may require.

1.21 WORKS DURING DEFECTS NOTIFICATION PERIOD

After the Commencement of the Defects Notification Period, which shall normally, the Contractor shall do nothing which might endanger the safety of the public and he shall complete any outstanding works and undertake the correction of all defects as instructed by the Engineer or any other duly authorized person or Authority. Throughout the Defects Notification Period the Contractor shall notify the Engineer of the work or operations he intends to carry out and he shall obey any instructions which the Engineer may give as to the times and manner of working so that any inconvenience to the public is kept to a minimum.

1.22 CLEARING AND TRIMMING OF SITE ON COMPLETION

On completion of the Works the Contractor shall leave the Site in a tidy condition to the satisfaction of the Engineer. Particular attention shall be paid to the final levelling, grading, making good of erosion gulleys and routings, landscaping and drainage of the Site, the borrow areas and any other places adjacent to the Site interfered with by the Contractor during the Construction or the Defects Notification Period.

1.23 SPILLAGES

The Contractor shall be responsible throughout the Contract and Defects Notification Period for any spillage of fuels, bitumen, hydraulics, oils, and other lubricants or materials caused by his activities on the Works and any such spillage shall be removed and any damage repaired to the satisfaction of the Engineer at the Contractor's expense.

1.24 APPROVAL OF SUPPLIERS OF MATERIALS AND GOODS

Before entering into any agreement for the supply of any materials or goods, the Contractor shall obtain the Engineer's approval in writing of the supplier from whom he proposes to obtain such materials or goods. Should the Engineer at any time be dissatisfied with such materials or goods or with the method or operations carried out by such sub-contractor's work or place of business, the Engineer shall be empowered to cancel his previously given approval of such sub-contractor/supplier. The Contractor shall then obtain such said materials or goods from other supplier as may be approved by the Engineer and shall bear any additional cost thereof.

1.25 COPIES OF ORDERS

The Contractor and sub-contractors shall provide the Engineer with copies of all orders, which they may place for the supply of materials or goods required in connection with the Works.

1.26 SAMPLES

In addition to any special provisions herein for the sampling and testing of materials, the Contractor shall submit to the Engineer as he may require, samples of all materials and goods, which he proposes

to use or employ in or for the Works. Such samples, if approved, will be retained by the Engineer, and no materials or goods of which samples have been submitted shall be used on the Permanent Works unless and until such samples have been approved in writing by the Engineer. Notwithstanding the Engineer's approval as provided for herein the Contractor shall be solely responsible for the quality of all materials and goods supplied.

The cost of supplying all such samples and of conveying the same to such place of inspection or testing as the Engineer may designate within the country of origin and of complying with the requirements of this clause shall be deemed to be included in the rates and prices in the Contract.

1.27 TEST CERTIFICATES

Should the Engineer so require, the Contractor shall obtain Certificates of Tests from the suppliers of any Goods and shall send such Certificates to the Engineer. Such Certificates shall certify that the Goods concerned have been tested in accordance with the requirements of the Specification and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the Goods delivered to the Site with the corresponding Certificates.

The test certificates shall not release the Contractor of any of his obligations under the Contract in connection with the specifications of the relevant Goods when incorporated to the Permanent Works, nor of the necessity for further testing as required in the Specifications or directed by the Engineer.

1.28 WORKS TO BE IN THE DRY

Unless otherwise specified all the works are to be carried out in the dry and they shall be kept free from water coming from whatsoever source to the satisfaction of the Engineer.

1.29 PAYMENT FOR COMPLYING WITH ITEMS 1.01 TO 1.28

There will be no separate payment for complying with the Items 1.01 to 1.28 of this section, and the cost of complying with all the requirements stated herein shall be deemed to be included in the Contractor's rates in the remainder Bills of the Bills of Quantities.

120 AS BUILT DRAWINGS

120.1 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 CAD drawing file in digital format on CD shall submit for the Engineer.

120.2 Construction Requirement

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

- (a) All as-built for projects are required to be on A1 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" of "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.

120.3 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 - 7

LETTER OF BID

REVIEW ONLY

LETTER OF BID

IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM

Under Contract No: **RDA/DC/SP/GOSL/2025/32**

To: Road Development Authority.

Gentlemen:

1. Having examined the Standard Bidding Document – Procurement of Works – Major Contracts [ICTAD/SBD/02 – Second Edition, January 2007], Specifications, Drawings, Bills of Quantities and Addenda for the execution of the above – named Works, we, the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and Addenda for the sum of Sri Lankan rupees *..... (Rs.....) (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 above documents.
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 soon as is reasonably possible after the receipt of the Engineer’s notice to commence, 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 until the date specified in ITB Clause 16..... and it shall remain Bidding upon us and may be accepted at any time before that date.
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.
7. We certify / confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Procurement Documents.

Dated this day of2025 in the capacity ofduly authorized to sign tenders for and on behalf of

Name :(IN BLOCK CAPITALS)

Signature :

Designation :

Address:

Seal :

Witness : 1 Name..... Signature

2 Name Signature

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

For the joint venture Bid, add following to item 5.0:

if this Bid is a joint venture Bid we undertake the responsibility to enter into a joint venture agreement among the joint venture partners. We are also well aware that in the event we fail to enter into a joint venture agreement the contract formed between us is null and void and our Bid Security will be forfeited by you.

SECTION - 8

BILL OF QUANTITIES

REVIEW ONLY

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with all other sections of the Procurement Documents.
2. General directions and descriptions of work or materials given elsewhere in the Procurement 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 Procurement 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 in the Procurement 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. The rate analysis for the BOQ items shall be provided in detail in accordance with the format given under Section -11 Form No -10 (Rate Analysis for BOQ Work Items).
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 manufactures test certificates

- xii. The protection of mains and services, and cost of repairs in case of damage caused by the Contractor.
- xiii. Pumping and de-watering; the protection of excavation faces.
- xiv. The provision and maintenance of temporary divisions 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 (without VAT), levies, first aid, welfare and safety requirements and all other overheads and costs, protection of existing bridge in case of stage construction 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 Bills 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 Bills of Quantities for work shall be deemed to have been included in the other prices and rates.
6. The Quantities given in the Bills 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.
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. Item mentioned "Provisional" in the Bill of Quantities are not to be executed unless ordered by the Engineer. They may be expended wholly or in part or not at all as directed by the Engineer.
10. The Units of measurement described in the Bills of Quantities are Metric Units. Abbreviations in the Bill of Quantities are as follows:
- | | | | | | |
|-------------------------|---|-----------------|--------------|---|-----------------|
| Hrs. | - | Hours | cu.deci.m | - | Cubic Decimeter |
| km | - | Kilometre | km-mth | - | KilometreMonths |
| L.m. or m | - | Linear Metre | mnth | - | Month |
| m ² or Sq.m. | - | Square Metre | ltr or Liter | - | Litre |
| m ³ or Cu.m. | - | Cubic Metre | kg | - | Kilograms |
| Nos. | - | Numbers | Mt. or M.T. | - | Metric Tonne |
| L.S. | - | Lump Sum | Veh-wk | - | Vehicle Week |
| P.S. | - | Provisional Sum | | | |

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 area (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 : Actual travel time from original work site to the place of day of work (without labour charge).

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 DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM

CONTRACT NO RDA/DC/SP/GOSL/2025/32

Bill No	Description		Amounts / Rs
1	Preliminaries & General		
2	Site Clearing		
3	Earth works		
4	Base & Shoulder work		
5	Surface application		
6	Drainage construction		
7	Construction of Culverts & Structures (Retaining Wall)		
8	Incidental construction		
9	Provisional sum		
10	Day works		
A	Sub Total-01 (1+2+3+4+5+6+7+8+9+10)		
B	Total Provisional sums	
C	Sub Total -02 (A-B) Total Provisional sum deduct form Sub Total -01		
D	Discount if any	Amount in words	
		
E	Sub Total 03 (C-D)		
B	Total Provisional sums	
F	Sub Total 04 (E+B) (E+ Total Provisional Sums) Add Total Provisional sums to sub total 03		
G	Allow for physical contingencies 10% (F*10%)		
H	Allow for price contingencies 7% (F*7%)		
I	Bid Price (F+G+H) [Letter of Bid price]		
J	VAT (18%*I)		
K	Bid Price with VAT (I+J)		

Amount in words: _____

Name of Authorized Officer: _____

Signature: _____

Seal : _____

BILL No.1 : PRELIMINARY AND GENERAL

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
1.1	103(1)	Allow for traffic safety & control providing, erecting and maintaining barricades, road signs, markings, lights etc. and temporary diversion of traffic	Month	10.00		-
1.2	P(001)	Allow for Mobilization & demobilization	L. S	Item	Allow	
1.3	117(1)	Cross sectional detailing of full pavement width (All necessary surveying, Levelling and setting outs including establishment of all control points and monuments) before, during & after construction	Km	4.04		
1.4	P(003)	Provision of staff I. Technical officer (Min 03 yrs experience)	Month	10.00		
1.5	118(1)	Provide and maintain Project sign board	No	2.00		
1.6	119(1)	Provide all necessary Insurances	L.S	Item	Allow	
Bill No.1 Carried to Summary						

BILL No.2: SITE CLEARING

ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
2.1		CLEARING AND GRUBBING				
2.1.1	201(1)	Clearing and grubbing	Sqm	15,200		
		<i>Remove trees :</i>				
2.1.2	201(5)	- Girth over 2000 mm	Nos	1		
		<i>Remove Stumps :</i>				
2.1.3	201(8)	- Girth over 1,200 mm	Nos	1		
Bill No.2 Carried to Summary						

BILL No.3 : EARTH WORKS

ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
3.1		ROADWAY EXCAVATION				
3.1.1	301(11)	Roadway excavation, unsuitable soil	Cum	1,982.00		
3.2		EMBANKMENT CONSTRUCTION				
3.2.1	304(3)	Trim, level and compact Original ground	Sqm	16,784		
3.2.2	304(2)b	Embankment construction, using Type 1 borrow material compacted in position	Cum	2,466		
Bill No.3 Carried to Summary :						

BILL No.4 : SUB BASE, BASES SHOULDERS

ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
4.1		GRANULAR PAVEMENT				
4.1.1	401(1)	Approved soil (type-1) supplying, spreading & compacting in position for sub base	Cum	1,050.00		
4.1.2		Soft Ground Treatment (Rubble packing (6"x9") including filling voids with Aggregate Base Course material and compacted and levelled)	Cum	263.00		
4.2		RECONSTRUCTION OF EXISTING PAVEMENT				
4.2.1	408(1)	Base correction using Dense Graded Aggregate Base materials including Scarify existing Asphalt Surface	Cum	6,432.00		
4.3		SHOULDERS				
4.3.1	409(1)	Earthen shoulder as compacted in position	Cum	1,968.00		
Bill No. 4 Carried to Summary						

BILL NO 5: ASPHALT SURFACING OF ROAD PAVEMENT

ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
5.1		PRIME COAT & TACK COAT				
5.1.1	501(5)	Prime coat using bitumen emulsion CSS-1 at the rate of 1.0 Ltr/Sq.m. blinding with sand at the rate of 250 m2 / Cum	m2	27,573.00		
5.1.2	502(2)	Tack coat using emulsion CRS-1 at the rate of 0.5 ltr /Sq.m inclusive of brushing cleaning road surface including transport of emulsion.	m2	27,573.00		
5.2		ASPHALT SURFACING				
5.2.1	506(1)	Supplying laying & compacting of asphalt wearing course (50 mm thick) using paver and compact as per specification	Mt	3,378.00		
Bill No. 5 Carried to Summary						

BILL No.6 : DRAINAGE CONSTRUCTION

ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
6.1	301A(4)	Channel excavation unsuitable soil	Cum	900.00		
6.2	302(1)	Excavation and back filling with suitable material for structures (Built-up Drains)	Cum	574.00		
6.3	1001 (3)	G 15/37.5 Screed Concrete	Cum	40.00		
6.4	1001 (2)	G25/20 Concrete for wall & base	Cum	245.00		
6.5	1002 (1)	Supplying, bending and laying Tor steel (460 N/mm ²) as reinforcement	Mt.	14.95		
6.6	1008(1)	Formwork smooth finish	Sqm	2,818.00		
6.7	706(1)	Weep holes using type 600 PVC pipes of 75 mm dia.	Lm	162.00		
6.8	701(6)	650 x 450 x 125mm Light duty precast concrete cover slabs	Sqm	43.90		
6.9	701(6)	650 x 450 x 150mm heavy duty precast concrete cover slabs	Sqm	43.90		
6.10	701(6)	800 x 600 x 150mm heavy duty precast concrete cover slabs	Sqm	96.00		
Bill No. 6 Carried to Summary:						

BILL NO 07 - CONSTRUCTION OF CULVERTS & STRUCTURES (RETAINING WALL)

ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
7.1	302(10)	Construction necessary Cofferdams, crib sheeting, shoring and sheeting and subsequent removal	LS	Item		
7.2	302(11)	Dewatering	LS	Item		
7.3	302(1)	Excavation and back filling with suitable material for structures	Cum	208.00		
7.4	1008(2)	Rough finish formwork	Sqm	79.00		
7.5	1008(1)	Smooth finish formwork	Sqm	476.00		
7.6	1002(1)	Supplying, bending and laying Tor steel (460 N/mm ²) as reinforcement	M.Ton	2.20		
7.7	1002(1)	Supplying, bending and laying Mild steel (250 N/mm ²) as reinforcement	M.Ton	0.022		
7.8	1001(3)	Grade 15/37.5 screed concrete	Cum	9.00		

ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
7.9	1001(2)	Grade 25/19 concrete for foot walk & approach slab	Cum	45.00		
7.10	1001(2)	Grade 30/20 concrete for base, wall, wing wall & drop wall	Cum	6.00		
7.11	1001(2)	Grade 20/40 concrete for mass concrete	Cum	146.00		
7.12	706(1)	Weep holes using type 600 PVC pipes of 75 mm dia.	Lm	48.00		
7.13	705(1)	Aggregate backfill	Cum	40.00		
7.14	705(2)	Filter medium	Cum	6.00		
7.15	705(3)	Clay puddled & laid behind wall	Sqm	28.20		
7.16	808(5)	Supplying & Fixing Guard stones	No:	72.00		
7.17	707(7)	Supplying, laying and jointing Hume pipe dia 600mm	Lm	10.50		
7.18	707(7)	Supplying, laying and jointing Hume pipe dia 900mm	Lm	1.75		
7.19	301A(1)	Chanel excavation for lead away	Sqm	90.00		
BILL NO.07 CARRIED TO SUMMARY						

BILL No.8 : INCIDENTAL WORKS

ITEM		DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
8.1		PRE CAST CONCRETE KERBS AND CHANNELS				
8.1.1	808(5)	Guard stones (Road way, Culverts, Causeway and Bridges)	Nos	96		
8.2		ROAD MARKING				
8.2.1	810(1)	Road marking, centre line, edge lines 100mm width using thermoplastic paint (white)	Sq.m.	1,212.00		
8.2.2	810(1)	Road marking, Pedestrian crossing using thermoplastic paint (white)	Sq.m.	89.30		
8.2.3	707(7)	Supplying, laying and jointing Hume pipe dia 450mm for House Access	Lm	170.80		
8.2.4	707(7)	Supplying, laying and jointing Hume pipe dia 600mm	Lm	12.20		

ITEM		DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
8.3		ROAD SIGNS				
		<i>Reflective road sign :</i>				
8.3.1	811(1)	Single pole, sign area up to 0.5m ²	Nos	65.00		
Bill No. 8 Carried to Summary						

BILL No.09 : PROVISIONAL SUMS

ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
Bill	Pay					
9.1	P(002)	Provide office equipment for the Engineer	PS	Item	Allow	500,000.00
9.2	203(1)	shifting of utility services	PS	Item	Allow	17,000,000.00
9.3		Grade adjustment of existing manholes, Drains, interlock paved school access, Existing culvert head walls & Irrigation Cannel Level Adjustments etc...	PS	Item	Allow	1,000,000.00
Bill No.9 Carried to Summary						18,500,000.00

BILL No.10 : DAY WORKS

10.1 : LABOUR DAY WORKS						
All Quantities are Provisional						
ITEM	DESCRIPTION		UNIT	QUANTITY	RATE	AMOUNT (Rs)
10.1.1	Skilled B		Day	5		
10.1.2	Semi-skilled		Day	10		
10.1.6	Unskilled (labourer)		Day	40		
Labour Day works Carried to forward						

10.2 : EQUIPMENT DAY WORKS						
All Quantities are Provisional						
ITEM	DESCRIPTION		UNIT	QUANTITY	RATE	AMOUNT (Rs)
10.2.1	Bowser, water, up to 6,000 litres with Spray Bar		Hr	24		
10.2.2	Backhoe, wheeled, 50 - 100 HP		Hr	24		
10.2.3	Motor grader, 120 to140HP		Hr	24		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
10.2.4	Poker Vibrator, petrol driven	Hr	10		
10.2.5	Vibrating Roller (10 Ton)	Hr	12		
10.2.6	Vibrating Roller (1/2-1 Ton)	Hr	12		
10.2.7	Hand Held Breaker	Hr	48		
10.2.8	Drill Hand Held	Hr	24		
10.2.9	Tractor with Trailer (3T)	Hr	24		
Equipment Day works Carried to forward :					
10.3 : MATERIAL DAY WORKS					
All Quantities are Provisional					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (Rs)
10.3.1	Bituminous Emulsion CSS-1	Ltr.	50		
10.3.2	Sand	Cu.m	10		
10.3.3	Aggregate base course	Cu.m	10		
10.3.4	Aggregate 19mm	Cu.m	6		
10.3.5	Cement	Bag(50kg)	25		
10.3.6	Reinforcement	kg	500		
Material Day works Carried to forward :					
Total of Day Works Carried To summary					

SECTION 9

SCHEDULES

REVIEW ONLY

Schedule 1- General Information

Where the Bidder is not a Joint venture

ITB Clause Reference	Description	Information To be filled by Bidder	Remarks
4.2(a)	CIDA Registration		Provide legally certified copies and label as attachment to Clause 4.2(a)
	Registration Number		
	Grade		
	Specialty		
	Expiry Date		
4.1(a)	Legal Status		Provide legally certified copies of certificate of incorporation and label as attachment to Clause 4.1(a)
	Place of registration		
	Principal place of Business		
	VAT registration number		
	Written power of attorney of the signatory to the Bid (Bid signed by other than the authorized person shall be rejected) a. Sole proprietorship authorized person – Sole proprietor, Authentication of Signature by a Notary/Solicitor b. Partnership - Power of attorney by a Notary/Solicitor signed by the non-signing partners authorizing the signing partner c. Limited Liability Company (private/public) – Person authorized by the Board resolution certified by Authorized company Secretary, submitted along with the Article of Association.		Provide original or legally certified copy of the power of attorney attested by a Notary/Solicitor and label as attachment 4.1(a)

Where the Bidder is a Joint venture

(For Joint Venture partners, each partner shall furnish information separately)

ITB Clause Reference	Description	Information To be filled by Bidder	Remarks
5.1	Name and Address of Joint Venture		
	Names and addresses of Joint Venture partners	1.....	Provide Joint Venture Agreement or letter of intention to form a Joint venture (Alternatively the Memorandum of Understanding) stating the name of the Lead partner
		2.....	

	Name (lead partner)		Provide legally certified copies and label as attachment to Clause 5.1
	Legal status		
	Place of registration		
	Principal place of business		
	<p>Written power of attorney of the signatory to the Bid (Bid signed by other than the authorized person shall be rejected)</p> <p>a. Sole proprietorship authorized person – Sole proprietor, Authentication of Signature by a Notary/Solicitor</p> <p>b. Partnership - Power of attorney by a Notary/Solicitor signed by the non-signing partners authorizing the signing partner</p> <p>c. Limited Liability Company (private/public) – Person authorized by the Board resolution certified by Authorized company Secretary, submitted along with the Article of Association.</p>		Provide original or legally certified copy of the power of attorney attested by a Notary/Solicitor and label as attachment 5.1
	VAT Registration No.		
	CIDA Registration		Provide certified copies and label as attachment to Clause 4.2(a)
	Registration Number		
	Grade		
	Specialty		
	Expiry Date		
	Name (Partner 2)		Provide certified copies and label as attachment to Clause 4.2(a)
	Legal status		
	Place of Registration		
	Principal place of business		

	<p>Written power of attorney of the signatory to the Bid (Bid signed by other than the authorized person shall be rejected)</p> <p>a. Sole proprietorship authorized person – Sole proprietor, Authentication of Signature by a Notary/Solicitor</p> <p>b. Partnership - Power of attorney by a Notary/Solicitor signed by the non-signing partners authorizing the signing partner</p> <p>c. Limited Liability Company (private/public) – Person authorized by the Board resolution certified by Authorized company Secretary, submitted along with the Article of Association.</p>	<p>Provide original or legally certified copy of the power of attorney attested by a Notary/Solicitor and label as attachment 5.1</p>
	VAT Registration No.	
	CIDA Registration	
	Registration Number	<p>Provide legally certified copies and label as attachment to Clause 4.2(a)</p>
	Grade	
	Specialty	
	Expiry Date	

Schedule 2 – Annual Turnover Information		
For Joint Ventures, each partner shall submit the information separately.		
Year	Turnover (construction only)	Remarks
2023/2024		<p>Attach certified copies of audited financial reports and label as attachment to Clause 4.2(b).</p> <p>Every single page of the financial statements shall be signed by Authorized person of the Bid and Auditor.</p>
2022/2023		
2021/2022		
2020/2021		
2019/2020		

Schedule 3 – Adequacy of Working Capital		
Source of Credit Line	Amount	Remarks
		<p>Provide documentary evidence and label as attachment to Clause 4.2</p> <p>Attach Revolving line of credit specifically for this project, if any (sample provided in the Form -08 of Section 11)</p>
Total		

Schedule 4 - Financial Data (As per Latest Audited Financial Statement)		2023/2024
1	Current Assets	
2	Current Liabilities	
3	Working Capital(1-2)	
4	Works in hand	
5	Line of credit**	
6	Available Liquid Asset {3-(0.3)x4+5}*	

* This amount shall be not less than the amount given in clause 4.2 of ITB.

** Line of credit if provided shall strictly be as per Form No. 08 provided.

*** *Bidder available working capital should be equal to the 50% of minimum amount of liquid assets.
(i.e Rs 38.5 Mn)*

Schedule 5 – Construction Experience during last <u>five</u> years For JVs, each JV partner shall furnish information separately						
Year of completion	Employer	Name of Contract	Contract number	Contract value	Contractor's responsibility	Remarks
						Provide documentary evidence and label as attachment to Clause 4.2(b) a. Letter of Acceptance b. Completion certificate

Schedule 6 – Experience in the construction Works of a similar nature & complexity during last <u>ten</u> years For JVs each JV partner shall furnish information separately								
Year of completion	Employer	Name of Contract	Contract number	Contract value as at completion	Contractor's responsibility	Indicative exchange rate in USD **	Equivalent USD amount	Remarks
								Provide documentary evidence and label as attachment to Clause 4.2(b) maximum of 03 similar projects a. Letter of Acceptance b. Completion certificate c. certified final payment certificate

** *Indicative exchange rate 28 days prior to the Bid opening date of the particular project*

Schedule 7 – Major Items of Construction Equipment Proposed		
Type	Capacity	Own, Lease or hire

Schedule 8 – Construction Management Staff				
A: Key Professional				
Name	Qualification	Position	Years of Experience	Task
B: Support Staff				
Name	Qualification	Position	Years of Experience	Task

REVIEW ONLY

Schedule No. 11 (a)

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			
<p>Choose one of the following</p> <p><input type="checkbox"/> Notice to Correct on the poor performance or similar notice as per the relevant COC has not been issued within last five years 28 days prior to the date of bid opening as specified in Section II, Bidding Data, sub clause 4.2 (h)</p> <p><input type="checkbox"/> Notice to Correct on the poor performance or similar notice as per the relevant COC has been issued 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 4.2 (h)</p> <p><input type="checkbox"/> Notice to Correct on the poor performance or similar notice as per the relevant COC has been issued 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 4.2 (h)</p>			
Year	Non Performed Portion of Contract (Rs)	Contract Identification	Total Contract Amount (LKR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for Notice to Correct: <i>[indicate main reason(s), attach copy of Notice to Correct]</i> Whether Remedies taken: (Yes/No) (If yes, attach Engineer's certificate) Current Status of Contract: <i>(indicate completed/ongoing/ referred to dispute resolution mechanism etc)</i>	<i>[insert amount]</i>

.....
 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 -- if the bidder does not provide all non-performing contracts, his bid shall be treated as non – responsive according to the clause 3.3 of ITB

Schedule No. 11 (b)
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			
<p>Choose one of the following</p> <p><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 specified in Section II, Bidding Data, sub clause 4.2 (h)</p> <p><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 specified in Section II, Bidding Data, sub clause 4.2 (h)</p>			
Year	Non Performed Portion of Contract (Rs)	Contract Identification	Total Contract Amount (LKR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance/termination: <i>[indicate main reason(s), attach relevant details]</i> Current Status of Contract: <i>(indicate completed/ongoing/ referred to dispute resolution mechanism etc)</i>	<i>[insert amount]</i>

.....
 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 -- if the bidder does not provide all non-performing contracts, his bid shall be treated as non – responsive according to the clause 3.3 of ITB

**Schedule No. 12
Pending Litigation and Arbitration**

Each Bidder must fill out this form if so required under Criterion 4.2 (i) of Section 2, Bidding Data to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Pending Litigation and Arbitration				
Choose one of the following				
<input type="checkbox"/> No Pending Litigation and Arbitration in accordance with section II, Bidding Data, sub clause 4.2 (i)				
<input type="checkbox"/> Below is a description of all pending litigation and arbitration in accordance with section II, Bidding Data, sub clause 4.2 (i)				
Year of Dispute	Amount of Dispute	Outcome as percentage of Net worth	Contract Identification	Total Contract Amount
			Contract Identification (<i>insert contract name, number and any other identification</i>) Name of Employer (<i>insert full name</i>) Address of Employer (<i>insert street, city, town</i>) Matter in dispute (<i>indicate main issues in dispute</i>) Status of dispute (<i>indicate if it is being treated by the adjudicator, under arbitration or being dealt with by the judiciary</i>)	

.....
Signature of the Bidder

The foregoing details in the schedule no. 12 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 -- if the bidder does not provide all non-performing contracts, his bid shall be treated as non – responsive according to the clause 3.3 of ITB

SECTION – 11

STANDARD FORMS (BID)

FORM NO. 06: Format for Bid Security

FORM NO. 07: Format for the Affidavit for the Current Contractual Commitments

FORM NO. 08: Format for Letter from the Bank for Granting of a Revolving Line of Credit

FORM NO. 09: Format for Notification of Intention to Award

FORM NO. 10: Format for Rate analysis

FORM NO . 11: Format for authorization letter from the bidder

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FORMAT FOR 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, "MagaNeguma Mahamedura" 216, Denzil Kobbekaduwa mawatha, Battaramulla, Sri Lanka.

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]* (hereinafter called "the Bid") for the execution of **'IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000 to 10+040KM'** under Contract No: **RDA/DC/SP/GOSL/2025/32**

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:

Name of the Organization

Date:

Witness:

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

FORMAT FOR THE AFFIDAVIT FOR THE CURRENT CONTRACTUAL COMMITMENTS

Director General,
Road Development Authority

In accordance with the Clause 4.2 of the Instructions to Bidders, I (We) declare that the outstanding Contract Commitments of (Name of the Bidder (s)) is as follows. I (We) further declare that all the outstanding contract commitments are listed below.

Specialty	Name of the Contract	Name of the Employer	Initial Contract Price /Accepted Contract Amount Rs.	Commencement date	Duration Days	Outstanding Work (Rs.)	Scheduled date of completion date
Highways*							
Bridges*							
Buildings*							
Irrigation*							
#							
Total							

REVIEW ONLY

.....

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]

.....

Attorney at Law

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

Add additional speciality to include all the current projects

Note -- if the bidder does not provide all non-performing contracts, his bid shall be treated as non – responsive according to the clause 3.3 of ITB

FORMAT FOR LETTER FROM THE BANK FOR GRANTING OF A REVOLVING LINE OF CREDIT

FROM:

.....

.....

.....

TO : Director General,
Road Development Authority (RDA)
"MagaNeguma Mahamedura "
216, Denzil Kobbekaduwa mawatha,
Battaramulla
Sri Lanka

SUB : Letter from the Bank for providing a line of credit in favour
of (1) in case of award to them of works for the Contract of
execute '**IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627) FROM 6+000
to 10+040KM'** under contract No: **RDA/DC/SP/GOSL/2025/32**

Dear Sir,

We (2)bankers of (3)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 execute '**IMPROVEMENT OF DAMMULLA WEERAKETIYA ROAD (B627)
FROM 6+000 to 10+040KM'** Contract No: **RDA/DC/SP/GOSL/2025/32**.This revolving line of credit will be
maintained until the works are taken over by the RDA.

Signature and the Seal of the Guarantor:

Name of the Organization

Date:

Witness:

Notes

- (1) Name of Beneficiary / Bidder
- (2) Name of Bank
- (3) Name of Beneficiary / Bidder
- (4) **No conditional line of credit will be accepted and any letter of line of credit, which has deviated from the specimen format, shall be treated as non – responsive.**

FORMAT FOR NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]
[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: [insert Authorized Representative's name]
Address: [insert Authorized Representative's Address]
Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]
Email Address: [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Notification of Intention to Award

Employer: [insert the name of the Employer]
Project: [insert name of project]
Contract title: [insert the name of the contract]

This Notification of 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, and/or (refer Clause)
- b) submit a Procurement-related Complaint in relation to the decision to award the Contract.

1. The successful Bidder

Name: [insert name of successful Bidder]
Address: [insert address of the successful Bidder]
Contract price: [insert contract price of the successful Bid]

2. Other Bidders [INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]

3.

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

4. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

5. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires on..... [insert date]

You may request a debriefing in relation to the results of the evaluation of your Bid. 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.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within there (3) Working Days deadline, we will provide the debriefing within five (5) Working Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Working Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than ten (10) Working Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted on or before,..... [insert date]

Provide the Contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Manual 2024 for goods, Works and Non-Consulting Services issued by National Procurement Commission. You should read these provisions before preparing and submitting your complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations

7. Standstill Period

DEADLINE: The Standstill Period is due to end on..... [insert date].

The Standstill Period lasts ten (10) Working Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

REVIEW ONLY

Rate Analysis Format
Rate Analysis for Work Items

BOQ Item no. :

Description of the Item :

Pay Item :

Unit :

Quantity :

No.	Description	Unit	Rate/ Rs.	Quantity	Total/ Rs.	Remarks
1.1	Labor Costs					
1.1.1						
1.1.2						
1.1.3						
Subtotal - 1						
1.2	Material Costs					
1.2.1						
1.2.2						
1.2.3						
Subtotal - 2						
1.3	Equipment Costs					
1.3.1						
1.3.2						
1.3.3						
Subtotal - 3						
Total						
1.4	Overheads & Site Costs					
1.4.1	Head office overhead%				
1.4.2	Site overhead%				
1.5	Profit & Risk Allowance					
1.5.1	Profit Margin%				
1.5.2	Risk Allowance (if any)%				
Unit Rate						

AUTHORIZATION LETTER FROM THE BIDDER
(Bidder shall fill this form and submit with the Bid)

FROM:

.....

.....

.....

TO : Director General,
Road Development Authority (RDA)
"MagaNeguma Mahamedura "
216, Denzil Kobbekaduwa mawatha,
Battaramulla
Sri Lanka

SUB : **Authorization to obtain references from any banks, financial institutions, audit firms, or any other relevant entities.**

Dear sir,

I hereby Authorize the Road Development Authority, on behalf of the Procurement Committee, to contact and obtain references from any bank, financial institutions, audit firms, or any other relevant entities (if required) to verify the accuracy of the documents and information submitted in order to evaluate financial status of our company M/S
(Bidder's Name & address) in connections with the
..... (Contract Name & Contract Number) bid,
submitted by us.

Yours faithfully

.....
Authorized officer of the Bidder

NOTE: Please submit separate letters for each audited firm, bank or financial institutions.

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