Democratic Socialist Republic of Sri Lanka

Ministry of Defence

National Building Research Institute (NBRI)

Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP)
funded by
Asian Infrastructure Investment Bank (AIIB)
(Loan No: L0124A)

Request for Tender (RFT)

PART 1 – Tender Procedures

For

Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP)

Contract No: RLVMMP/WORKS/10W

Tenderers Name:.....

October, 2026

REQUEST FOR TENDERS

Ministry of Defence,
National Building Research Institute (NBRI)
Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP)

Funded by Asian Infrastructure Investment Bank (AIIB)
Loan No.: L0124A

RFT Reference No.: RLVMMP/WORKS/10W

Country: Sri Lanka

MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE LINE (FROM WATTEGAMA-TO UKUWELA) AT IN MATALE DISTRICT (SITE NO. 254) UNDER PACKAGE 10W OF THE REDUCTION OF LANDSLIDE VULNERABILITY BY MITIGATION MEASURES PROJECT (RLVMMP)

1. The Government of Sri Lanka has already obtained financing from the Asian Infrastructure Investment Bank (AIIB) towards the cost of the Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP), and intends to apply part of the proceeds towards payments under the contract for; Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP) and estimated to cost LKR **425.5 Million** (USD 1.27 Million) excluding VAT.

2. The Chairman, Project Procurement Committee, on behalf of the Ministry of Defence, now invites sealed Tenders from eligible Tenderers for the above work located in **Matale District.** The construction period of this contract shall be **150 calendar days,** and the defects liability period shall be 365 Days after completion of all construction works.

   To be eligible for contract award, the successful Tenderer shall not have been blacklisted/debarred and shall meet the following requirements.

   a) Domestic Tenderers should have been registered and hold a valid registration in the Construction Industry Development Authority (CIDA/ICTAD) (previously known as ICTAD) – Grade C3 or above under Building & Civil Engineering . Any foreign Contractor who wishes to carry out any "Construction Contract" as the main/lead party shall obtain a Temporary Registration Certificate for the Foreign Contractor upon being successfully awarded the Contract. Please refer to Gazette no.2085/19 dated 23.08.2018 "Registration of foreign contractors"- *this can be downloaded from www.documents.gov.lk* & visit www.cida.gov.lk for more details.

   b) Only eligible Tenderers with the following key qualifications need to participate in this Tendering:

      A. Financial

      i. The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as **LKR 260 million** (**USD 0.78 Million**) for the subject contract(s) net of the Tenderer's other commitments;

ii. The Tenderers shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

iii. The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Employer, for the last 05 years (2020 - 2021 to 2024 - 2025) shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. (As the minimum requirement, a tenderer's net worth calculated as the difference between total assets and total liabilities should be positive. A negative trend in area of profitability may also be caused by the rejection of tender).

iv. Minimum Average annual construction turnover, calculated as total certified payments received for the volume of construction work in progress and/or completed performed within the last five years (up to tender submission deadline) divided by 5 shall be at least **LKR. 511 Million (USD 1.53 Million);**

B. Construction Experience

General Experience

i. Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 05 years, starting **1st June 2021;**

Specific Experience

ii. One Contract minimum value of **LKR 180 Million (USD 0.54 Million)** that has been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor, or sub-contractor between 1st June 2016 and the Tender submission deadline.

Or

Maximum of 03 contracts of similar construction techniques completed simultaneously, total value equal to or more than **LKR 180 Million (USD 0.54 Million)** that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor, or sub-contractor between 1st June 2016 and Tender submission deadline shall also be considered;

iii. For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st June 2016 and the Application submission deadline, a minimum construction experience in the following key activities successfully completed, within any one-year period:

1) Construction of horizontal Drains **154 L.m;**
2) Construction of Gabion wall **600 Cu.m;**

C. Key Equipment & Personals

Proposals for the timely acquisition of essential equipment and staff are listed in items 4 and 5 of Section III of the tender document.

3. Tender will be conducted through National Competitive Tendering (NCT) using a Request for Tender (RFT) as specified in the AIIB's Interim Operational Directive on Procurement Instructions for Recipient, June 2, 2016.

4. Interested eligible International and local Tenderers may obtain further information from the Project Director - RLVMMP. (Tele: 011 2559869) and inspect the Tender document during office hours of 09.00 to 15.30 hours at the Project Management Unit (PMU), RLVMMP, National Building Research Institute (NBRI), No. 99/1, Jawatta Road, Colombo 05 on working days. The tender documents can also be inspected through https://rlvmmp.lk/_commencing from ***20.10.2026 to 06.11.2026*** The tender document downloaded through the web shall not be accepted for submission.

5. For the submission of tender, the Tender document in English language can be purchased from ***20.10.2026 to 06.11.2026*** by interested eligible Tenderers upon the production of a letter requesting tender documents, on a business letterhead, addressed to the Director General, National Building Research Institute, 99/1, Jawatta Road, Colombo 05 and upon payment of a non-refundable fee of **LKR 54,000.00** The method of payment will be by cash to the NBRI cashier.

   Further, it is also necessary to register online at www.drc.gov.lk of the Registrar of Companies for getting the PCA 3 form, which is required to submit with the tender. The registration process has been converted into an online system, through web: eroc.drc.gov.lk

6. A Site visits will be held on ***26.10.2026*** as scheduled in ITT 7.4 at **1.30 p.m**. A pre-tender meeting will be held at the Auditorium of National Building Research Institute, No. 99/1, Jawatta Road, Colombo 05, commencing at 10.00 hrs **on *28.10.2026***

7. Tenders must be delivered to the address below on or before **14.00 hrs.** on ***06.11.2026*** Electronic Tender will not be permitted. Late Tenders will be rejected. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and anyone who chooses to attend at the address below, soon after the tender closing.

8. All Tenders must be accompanied by a Tender Security of **LKR 6 million or 17,910.00 USD.**

   Tender securities shall only be unconditional guarantees issued by a commercial bank recognized by the Central Bank of Sri Lanka, accepted by the Employer in accordance with the format given in Section IV – Tender Forms.

   If the Tender security is obtained from a bank based in another country, it shall be confirmed by a corresponding bank in Sri Lanka, recognized by the Central Bank of Sri Lanka, in accordance with the format given in Section IV – Tender Forms.

9. The address(es) referred to above is: Project Director, Project Management Unit, Reduction of Landslide Vulnerability by Mitigation Measures Project, National Building Research Institute , No 99 / 1, Jawatta Road, Colombo 05.

Chairman,

Project Procurement Committee (PPC),

Reduction Of Landslide Vulnerability By Mitigation Measures Project

Ministry of Defence, Disaster Management Division
Vidya Mawatha, Colombo 7,
Sri Lanka.

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PART 1 – Tender Procedures

Section I - Instructions to Tenderers

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Section I - Instructions to Tenderers

A. General

1. Scope of Tender

1.1 In connection with the Specific Procurement Notice - Request for Tenders (RFT), specified in the Tender Data Sheet (TDS)**,** the Employer, as specified **in the TDS,** issues this Tender document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFT are specified **in the TDS.**

1.2 Throughout this Tender document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa;

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Recipient. It excludes the Recipient's official public holidays; and

(d) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

2. Source of Funds

2.1 The Recipient or Recipient (hereinafter called "Recipient") specified **in the TDS** has received or has applied for financing (hereinafter called "funds") from the Asian Infrastructure Investment Bank (AIIB) (hereinafter called "the Bank") in an amount specified **in the TDS**, toward the project named **in the TDS**. The Recipient intends to apply a portion of the funds to eligible payments under the contract(s) for which this Tender document is issued.

2.2 Payment by the Bank will be made only at the request of the Recipient and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or

materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Prohibited Practices

3.1 The Bank requires compliance with the Bank's Prohibited Practices Policy and its prevailing sanctions policies and procedures as set forth in the AIIB's Sanctions requirements, as set forth in Section VI.

3.2 In further pursuance of this policy, Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITT 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tender process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the TDS**, there is no limit on the number of members in a JV.

4.2 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tender process, if the Tenderer:

(a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

(b) receives or has received any direct or indirect subsidy from another Tenderer; or

(c) has the same legal representative as another Tenderer; or

(d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence

the Tender of another Tenderer, or influence the decisions of the Employer regarding this Tender process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Recipient as Engineer for the Contract implementation;

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;

(h) has a close business or family relationship with a professional staff of the Recipient (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

4.3 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a Subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a subcontractor in more than one Tender.

4.4 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Tenderer that has been sanctioned by the Bank, pursuant to the Bank's Prohibited Practices Policy, in accordance with its prevailing sanctions policies and procedures as set forth in the Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, Tender for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the TDS.

4.6 Tenderers that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

4.7 A Tenderer shall not be under suspension from Tender by the Employer as the result of the operation of a Tender–Securing or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Recipient, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITT 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Recipients involved in the procurement agree.

4.9 A Tenderer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Recipient's request, is satisfied that the debarment;

(a) relates to Prohibited Practices, and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Tender Document

6. Sections of Tender Document

6.1 The Tender document consists of Parts *1, 2,* and *3,* which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tender Procedures

- Section I - Instructions to Tenderers (ITT)
- Section II - Tender Data Sheet (TDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Tender Forms
- Section V - Eligible Countries
- Section VI – Prohibited Practices Policy

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Tenders (RFT) issued by the Employer is not part of this Tender document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-

Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender document and to furnish with its Tender all information and documentation as is required by the Tender document.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 A Tenderer requiring any clarification of the Tender document shall contact the *Employer* in writing at the *Employer*'s address specified **in the TDS** or raise its inquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The *Employer* will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The *Employer* shall forward copies of its response to all Tenderers who have acquired the Tender document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified **in the TDS**, the Employer shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender document, the Employer shall amend the Tender document following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

7.3 The Tenderer and any of its personnel or agents will be granted permission by the *Employer* to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the *Employer* and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so specified **in the TDS**, the Tenderer's designated representative is invited to attend a pre-Tender meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Tenderer is requested, to submit any questions in writing, to reach the *Employer* not later than one week before the meeting.

7.6 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender document in accordance with ITT 6.3 Any modification to the Tender document that may become necessary as a result of the pre-Tender meeting shall be made by the *Employer* exclusively through the issue of an addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tender Document

8.1 At any time prior to the deadline for submission of Tenders, the *Employer* may amend the Tender document by issuing addenda.

8.2 Any addendum issued shall be part of the Tender document and shall be communicated in writing to all who have obtained the Tender document from the *Employer* in accordance with ITT 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITT 7.1.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the *Employer* may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tender

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the *Employer* shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.

10. Language of Tender

10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the *Employer*, shall be written in the language specified **in the TDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the TDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

(a) **Letter of Tender** prepared in accordance with ITT 12;

(b) **Bill of Quantities or Activity Schedule**: completed in accordance with ITT 12 and ITT 14, as specified **in the TDS**;

(c) **Tender Security or Tender-Securing Declaration**, in accordance with ITT 19.1;

(d) **Alternative Tender**, if permissible, in accordance with ITT 13;

(e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;

(f) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility to Tender;

(g) **Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted;

(h) **Conformity**: a technical proposal in accordance with ITT 16;

(i) any other document required **in the TDS**.

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

11.3 The Tenderer shall furnish in the Letter of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

12. Letter of Tender and Schedules

12.1 The Letter of Tender and Schedules shall be prepared using the relevant forms furnished in Section IV, Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Tenders

13.1 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender document must first price the *Employer*'s design as described in the Tender document and shall further provide all information necessary for a complete evaluation of the alternative by the *Employer*, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Most Advantageous Tender conforming to the basic technical requirements shall be considered by the *Employer*.

13.4 When specified **in the TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the TDS** and described in Section *VII, Works'* Requirements. The method for their evaluation is stipulated in Section *III,* Evaluation and Qualification Criteria.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.

14.2 The Tenderer shall submit a Tender for the whole of the Works described in ITT 1.1 by filling in prices for all items of the Works, as identified in Section IV. Tender Forms. In case of admeasurement contracts, the Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, excluding any discounts offered.

14.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Letter of Tender in accordance with ITT 12.1.

14.5 Unless otherwise specified **in the TDS** and the Conditions of Contract, the prices quoted by the Tenderer shall be fixed. If the prices quoted by the Tenderer are subject to adjustment during the

performance of the Contract in accordance with the provisions of the Conditions of Contract, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Tender Forms and the Employer may require the Tenderer to justify its proposed indices and weightings.

14.6 If so specified in ITT 1.1, Tenders are invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices[1] and the total Tender price submitted by the Tenderer.

15. Currencies of Tender and Payment

15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same and shall be **as specified in the TDS**.

15.2 Tenderers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable[2], in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

16. Documents Comprising the Technical Proposal

16.1 The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, in sufficient detail to demonstrate the adequacy of the Tenderers' proposal to meet the work's requirements and the completion time.

17. Documents Establishing the Eligibility and

17.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Letter of Tender, included in Section IV, Tender Forms.

[1] In lump sum contracts, delete "rates and prices and the."

[2] For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."

Qualifications of the Tenderer

17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Tenderer shall provide the information requested in the corresponding information sheets included in Section *IV,* Tender Forms.

17.3 If a margin of preference applies as specified in accordance with ITT 33.1, domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

18. Period of Validity of Tenders

18.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Employer in accordance with ITT 22.1). A Tender valid for a shorter period shall be rejected by the *Employer* as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:

(a) in the case of **fixed price** contracts, the Contract price shall be the Tender price adjusted by the factor specified **in the TDS;**

(b) in the case of **adjustable** price contracts, no adjustment shall be made; or

(c) in any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

19. Tender Security

19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified in the TDS**.

19.2 A Tender Securing Declaration shall use the form included in Section IV, Tender Forms.

19.3 *If a Tender Security is specified pursuant to ITT 19.1,* the Tender Security shall be an on-demand guarantee in any of the following forms at the Tenderer's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified cheque; or

(d) another security specified **in the TDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tender Forms, or in another substantially similar format approved by the Employer prior to Tender submission. The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

19.4 If a Tender Security or Tender Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially *responsive* Tender Security or Tender-Securing Declaration shall be rejected by the Employer as non-responsive.

19.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITT 48.

19.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security. and if

required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.

19.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

(a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, or any extension thereto provided by the Tenderer; or

(b) if the successful Tenderer fails to:

(i) sign the Contract in accordance with ITT 47; or

(ii) furnish a Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITT 48.

19.8 The Tender Security or the Tender-Securing Declaration of a *JV* shall be in the name of the *JV* that submits the Tender. If the *JV* has not been constituted into a legally enforceable JV, at the time of Tender, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITT 4.1 and ITT 11.2.

19.9 If a Tender Security is **not required in the TDS**, pursuant to ITT 19.1, and;

(a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender; or

(b) if the successful Tenderer fails to: sign the Contract in accordance with ITT 47, or furnish a Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITT 48;

the Recipient may**, if provided for in the TDS,** declare the Tenderer ineligible to be awarded a contract by the Employer for a period of time **stated in the TDS**.

20. Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL". Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender in the number specified **in the TDS,** and clearly mark each of them "COPY." In the event

of any discrepancy between the original and the copies, the original shall prevail.

20.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialled by the person signing the Tender.

20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

21. Sealing and Marking of Tenders

21.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tender process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

(a) in an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

(b) in an envelope marked "COPIES", all required copies of the Tender; and

(c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:

(i) in an envelope marked "ORIGINAL - ALTERNATIVE TENDER", the alternative Tender; and

(ii) in the enveloped marked "COPIES – ALTERNATIVE TENDER" all required copies of the alternative Tender.

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the Tenderer;

(b) be addressed to the Employer in accordance with ITT 22.1;

(c) bear the specific identification of this Tender process specified in accordance with TDS 1.1; and

(d) bear a warning not to open before the time and date for Tender opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by the *Employer* at the address and no later than the date and time specified **in the TDS**. **When so specified in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS.**

22.2 The *Employer* may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender document in accordance with ITT 8, in which case all rights and obligations of the *Employer* and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1 The *Employer* shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the *Employer* after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24. Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION"; and

(b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

25. Tender Opening

25.1 Except in the cases specified in ITT 23 and ITT 24.2, the Employer shall publicly open and read out in accordance with this ITT, all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives and anyone who chooses to attend. All Tenderers, or their representatives and any interested party may attend a public opening. Any specific electronic Tender opening procedures required if electronic Tender is permitted in accordance with ITT 22.1, shall be **as specified in the TDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, or Tender Securing Declaration, if required; and any other details as the Employer may consider appropriate.

25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Letter of Tender and the priced Schedules are to be initialled by representatives of the Employer attending Tender opening in the manner specified **in the TDS**.

25.7 The Employer shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.8 The *Employer* shall prepare a record of the Tender opening that shall include, as a minimum:

(a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;

(b) the Tender Price, per lot (contract) if applicable, including any discounts;

(c) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required; and

(d) any alternative Tenders.

25.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

E. Evaluation and Comparison of Tenders

26. Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.

26.2 Any effort by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract award, if a Tenderer wishes to contact the *Employer* on any matter related to the Tender process, it shall be done so, in writing.

27. Clarification of Tenders

27.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the *Employer* may, at its discretion, ask any Tenderer for a clarification of its Tender

given a reasonable time for a response. Any clarification submitted by a Tenderer that is not in response to a request by the *Employer* shall not be considered. The *Employer*'s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the *Employer* in the evaluation of the Tenders, in accordance with ITT 31.

27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the *Employer*'s request for clarification, its Tender may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Tenders, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Tender document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

29. Determination of Responsiveness

29.1 The *Employer*'s determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

29.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Tender document, the Employer's rights or the Tenderer's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3 The *Employer* shall examine the technical aspects of the Tender submitted in accordance with ITT 16, in particular, to confirm that

all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

29.4 If a Tender is not substantially responsive to the requirements of the Tender document, it shall be rejected by the *Employer* and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

30.1 Provided that a Tender is substantially responsive, the *Employer* may waive any nonconformities in the Tender.

30.2 Provided that a Tender is substantially responsive, the *Employer* may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30.3 Provided that a Tender is substantially responsive, the *Employer* shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified **in the TDS**.

31. Correction of Arithmetical Errors

31.1 Provided that the Tender is substantially responsive, the *Employer* shall correct arithmetical errors on the following basis:

(a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITT 31.1, shall result in the rejection of the Tender.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified **in the TDS**.

33. Margin of Preference

33.1 Unless otherwise specified **in the TDS,** a margin of preference for domestic Tenderers[3] shall not apply.

34. Subcontractors

34.1 Unless otherwise stated **in the TDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts

34.2 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications.

34.3 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

35. Evaluation of Tenders

35.1 The Employer shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Tender. This is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

(a) substantially responsive to the Tender document; and

[3] An individual firm is considered a domestic Tenderer for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Tenderers and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

(b) the lowest evaluated cost.

35.2 To evaluate a Tender, the *Employer* shall consider the following:

(a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities[4] for admeasurement contracts, but including Daywork[5] items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;

(c) price adjustment due to discounts offered in accordance with ITT 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;

(e) price adjustment for nonconformities in accordance with ITT 30.3; and

(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.

35.4 If this Tender document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Tender, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Tenders

36.1 The *Employer* shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material

[4] In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

[5] Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Tenderers' quoted rates and included in the total Bid price.

concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Employer shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Employer shall reject the Tender.

38. Unbalanced or Front Loaded Tenders

38.1 If the Tender for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the *Employer* may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices *with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.*

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Employer may as appropriate:

(a) accept the Tender; or

(b) require that the amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 20% of the Contract Price; or

(c) reject the Tender.

39. Qualification of the Tenderer

39.1 The *Employer* shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

39.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the *Employer* shall proceed to the substantially responsive Tender which offers the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40. Most Advantageous Tender

40.1 Having compared the evaluated costs of Tenders, the Employer shall determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

(a) substantially responsive to the Tender document; and

(b) the lowest evaluated cost.

41. Employer's Right to Accept Any Tender, and to Reject Any or All Tenders

41.1 The *Employer* reserves the right to accept or reject any Tender, and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITT 46. The Standstill Period commences the day after the date the Employer has transmitted to each Tenderer the Notification of Intention to Award the Contract. Where only one Tender is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

43. Notification of Intention to Award

43.1 The Employer shall send to each Tenderer the Notification of Intention to Award the Contract to the successful Tenderer. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Tenderer submitting the successful Tender;
(b) the Contract price of the successful Tender;
(c) the names of all Tenderers who submitted Tenders, and their Tender prices as readout, and as evaluated;
(d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

44. Award Criteria

44.1 Subject to ITT 41, the Employer shall award the Contract to the successful Tenderer. This is the Tenderer whose Tender has been determined to be the Most Advantageous Tender as specified in ITT 40.

45. Notification of Award

45.1 Prior to the expiration of the Tender Validity Period and upon expiry of the Standstill Period, specified in ITT 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Employer;
(b) name and reference number of the contract being awarded, and the selection method used;
(c) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening, and as evaluated;
(d) names of all Tenderers whose Tenders were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
(e) the name of the successful Tenderer, the final total contract price, the contract duration and a summary of its scope; and

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

45.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

46. Debriefing by the Employer

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITT 43.1, an unsuccessful Tenderer has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Tenderers whose request is received within this deadline.

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Tenderers of the extended standstill period

46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear their own costs of attending such a debriefing meeting.

47. Signing of Contract

47.1 The Employer shall send to the successful Tenderer the Letter of Acceptance including the Contract Agreement, and, if specified in the TDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

47.2 The successful Tenderer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

48. Performance Security

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the *Employer*, the successful Tenderer shall furnish the Performance Security and, if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the *Employer*. *If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent* financial institution *located in the Employer's Country,* unless the Employer has agreed in writing that a correspondent financial institution is not required.

48.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and, if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Employer may award the Contract to the Tenderer offering the next Most Advantageous Tender.

49. Adjudicator

49.1 The Employer proposes the person named **in the TDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

50. Procurement Related Complaint

50.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

Section II - Tender Data Sheet (TDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

<table>
<tr><th>ITT Reference</th><th>A. General</th></tr>
<tr><td>ITT 1.1</td><td>
The number of the Invitation for Tenders is: RLVMMP/WORKS/10W

The reference number of the Request for Tenders (RFT) is: RLVMMP/WORKS/10W

The Employer is: Secretary, Ministry of Defence,
[represented by the Project Management Unit (PMU) of the Reduction of Landslide Vulnerability Mitigation Measures Project (RLVMMP)]

Employer's Representative is Project Director, Project Management Unit, Reduction of Landslide Vulnerability Mitigation Measures Project (RLVMMP), National Building Research Institute, 99/1, Jawatta Road, Colombo 05.

The name of the RFT is 'Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP)

Details of site is as follows;
<table>
<tr><th>Item No.</th><th>District</th><th>Site No.</th><th>Description of Mitigation Locations</th></tr>
<tr><td>1</td><td>Matale</td><td>254</td><td>Mitigation Design for Failure Locations along Main Line Due to 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela)
FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH

(FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)</td></tr>
</table>
Important ** - Please note that all the mitigation location have limited access. Therefore, the tenderer shall be responsible for arranging & facilitating necessary access roads and material transportation routes as required to ensure the proper execution of the work.
</td></tr>
<tr><td>ITT 2.1</td><td>
The Recipient is: The Government of Sri Lanka (GOSL)
Loan or Financing Agreement amount (by AIIB): 80 Million US$
</td></tr>
</table>

	The name of the Project is: **Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP)**
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: ***03***
ITT 4.5	A list of debarred firms and individuals is available on the cross-debarment website (www.aiib.org/debarment)

B. Contents of Tender Document

ITT 7.1	For **Clarification of Tender purposes** only, the Employer's address is: Attention: Project Director- RLVMMP Address**:** Project Management Unit, RLVMM Project**,** 99/1, Jawatta Road, Colombo 05 Floor/ Room number*: Project Director's Office* City: *Colombo* ZIP Code:00500 Country: *Sri Lanka* Telephone: +94112559869 Facsimile number: +94112502611 Electronic mail address: nbro@sltnet.lk
ITT 7.1	Requests for clarification should be received by the Employer no later than: 7 days prior to the deadline for submission of Tenders.
ITT 7.1	Web page: ***www.nbri.gov.lk***
ITT 7.4	A Pre-Tender meeting ***shall be taken place.*** Time: 10.00hrs Date: ***26.10.2026*** Place: Auditorium, National Building Research Institute , 99/1, Jawatta Road, Colombo 05 **Site visits:** Site visits will be conducted by the Employer before the Pre-tender meeting on 26.10.2026 starting from 13M - 48CH at **1.30 p.m** and subsequently proceed as given below. Tenderers shall make their own transport arrangements for site visits.

Sites	Time
Mitigation Design for Failure Locations along Main Line Due to 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)	1.30 p.m

C. Preparation of Tenders	
ITT 10.1	The language of the Tender is: ***English*** All correspondence shall be in the English language. Language for translation of supporting documents and printed literature is English.
ITT 11.1 (b)	The following schedules shall be submitted with the Tender: **Rate Analysis for all BOQ items.**
ITT 11.1 (i)	The Tenderer shall submit the following additional documents with it's Tender: b) **Code of Conduct (ESHS)** The Tenderer shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health, and Safety (ESHS) obligations under the contract. *[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works' Requirements, e.g., risks associated with: labour influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behaviour and crime, and maintaining a safe environment, etc.]* In addition, the Tenderer shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored, and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct. The Code of Conduct should be displayed in clear view at workers' camps, offices and etc. Individual Codes of Conduct are to be translated into the appropriate language of use in the work site. Staff lists and signed copies of the Individual Code of Conduct should be provided to the ESHS officer. b) **Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks** The Tenderer shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks. • *Traffic Management Plan to ensure the safety of local communities from construction traffic.* • *Water Resource Protection Plan to prevent contamination of drinking water.* • *Boundary Marking and Protection Strategy for mobilization and construction to prevent off-site adverse impacts.* • *Strategy for obtaining Consents/Permits prior to the start of relevant works, such as opening a quarry or borrow pit.* • *Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.* The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Action Plan (C-ESMAP), in accordance

	with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here. *[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Tenderer should be identified by Environmental/Social specialist/s from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), and, where appropriate, from the Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project). The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, disposal on private land, and impacts on rare species, etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, biodiversity protection plan, and a strategy for marking and respecting work site boundaries, etc.]* c) Proposal for sub-contracting elements of the works if the total of such subcontracting is more than 10 percent of the Tender price; d) VAT Registration certificate. Tenderers already registered for VAT should submit this with their Tender while successful foreign Tenderers are allowed to complete the requirement before award of the contract; e) If Tenderer is a joint venture, a copy of JV agreement or letter of intent to execute a JV agreement in the event of a successful Tender shall be signed by all partners together with the proposed JV agreement or the Memorandum of Understanding clearly indicating the JV composition. If the Tenderer is limited liability Company, a copy of certificate of Incorporation and if the Tenderer is partnership, partnership agreement and business registration, if the Tenderer is proprietorship, a certificate of business registration. f) Authority to seek references from the tenderer's bankers; g) Any person who acts as Local Agent in Sri Lanka, representative or nominee for or on behalf of any Tenderer shall register himself with the Registrar of Companies if the bid price exceeds LKR 5 Million in accordance with the Public Contracts Act No. 3 of 1987 and subsequent gazette notification. Such certificate issued to the local agent/ representative by the registrar of companies, essential to be submitted. The Letter of Acceptance shall not be issued to any tenderer unless that tenderer has submitted the Certificate of Registration issued in terms of the Public Contract Act No. 3 of 1987 to the Procurement Committee and shall get the Contract registered, after the Letter of Acceptance is issued.
ITT 13.1	Alternative Tenders ***shall not be*** considered.
ITT 13.2	Alternative times for completion shall not be permitted.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable
ITT 14.5	The Contract is subject to price adjustment.

ITT 14.7	Value Added Tax (VAT) payments shall not be included in the rates and prices. It should be shown separately in the "Summary Sheet" as given at the beginning of the BOQ. **Note: Only the VAT shall be reimbursed by the Employer to the Tenderer. Other Taxes (Payee Tax, Corporate Tax, etc), Duties, Levies, or Fees shall not be reimbursed.**
ITT 15.1	The price shall be quoted by the Tenderer in: Sri Lankan Rupees (LKR) The currency(ies) of the Tender and the payment currency(ies) shall be as described below: (a) The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in **Sri Lankan Rupees (LKR)**, the name of the currency of the Employer's country, and further referred to as "the local currency". A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the Schedule of Payment Currencies, the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than three foreign currencies. (b)The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent, and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Schedule of Payment Currencies, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Tenderer or the Employer.
ITT 18.1	The Tender validity period shall be until: **02.04.2027**
ITT 18.3 (a)	The Tender price shall be adjusted by the following factor(s): Not Applicable
ITT 19.1	Only an unconditional Tender Securities will be acceptable. A Tender-Securing Declaration s***hall not be*** required. The Tender Security shall be **LKR 6 million or 17,910 USD.** Tender Security shall be valid until: **05.05.2027** Tender security shall only be an unconditional and on demand guarantee issued by a commercial bank recognized by the Central Bank of Sri Lanka accepted by the Employer in accordance with the format given in the Section IV – Tender Forms. If the Tender security is obtained from a bank based in another country, it shall be issued by a bank from an eligible country, and the security shall be confirmed by a corresponding bank in Sri Lanka, recognized by the Central Bank of Sri Lanka, in accordance with the format given in Section IV – Tender Forms.
ITT 19.3 (d)	Other types of acceptable securities: ***None*** **Insurance Guarantees and cashier's cheques are not acceptable.**
19.8	The Tender Security of a JV shall be in the name of the JV, or JV lead partner (if agreed by all JV members) that submits the Tender. If the JV has not been constituted into a legally enforceable JV, at the time of Tender, the Tender Security shall be in the names of all future members as named in the letter of intent, or lead partner (if agreed by all JV members) mentioned in ITT 4.1 and ITT 11.2.

ITT 19.9	Not Applicable
ITT 20.1	In addition to the original of the Tender, the number of copies is**: One (01)**
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**:** a. **Tenders submitted by a limited liability company or a corporation**: It shall be signed by a duly authorized person(s) holding a Power of Attorney notarized by Attorney-at-law or shall include an authorization by the Company's or Corporation's Board of Directors by a Board resolution and certified by the Company Secretary authorizing for such person(s) to sign the documents. b. **Tenders submitted by an individual or the Partnership:** The person signing on behalf of the Tenderer shall be duly authorized person holding a Power of Attorney notarized by Attorney-at-law or in respect of a partnership shall include a copy of the partnership agreement to demonstrate relationship of the signing partner to the partnership. c. **Tenders submitted by existing or intended Joint Venture (JV)** shall include undertakings signed by the authorized person of each and every relevant party (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tender process and, in the event the JV is awarded the Contract, during contract execution.
D. Submission and Opening of Tenders	
ITT 22.1	For **Tender submission purposes** only, the Employer's address is: **Project Director,** **Project Management Unit,** **Reduction of Landslide Vulnerability by Mitigation Measures Project,** **National Building Research Institute ,** **No. 99/1, Jawatta Road,** **Colombo 05.** Attention: Procurement Specialist, Project Management Unit, Street Address: Project Management Unit, 99 / 1, Jawatta Road, Colombo 05. Floor/ Room number: Auditorium of NBRI City: Colombo ZIP/Postal Code: 00500 Country: Sri Lanka The deadline for Tender submission is: Date : **06.11.2026** Time: **14.00 hrs.** Tenderers ***shall not*** have the option of submitting their Tenders electronically.
ITT 25.1	The Tender opening shall take place at:

	Street Address: **99 / 1, Jawatta Road, Colombo 05.** Floor/ Room number: **Auditorium of NBRI** City: Colombo Country: Sri Lanka Date : ***06.11.2026*** Time: **14.00 hrs.**
ITT 25.1	The electronic Tender opening procedures shall be: ***Not Applicable***
ITT 25.6	The Letter of Tender and Schedules shall be initiated by three representatives of the Employer conducting the Tender opening.
E. Evaluation and Comparison of Tenders	
ITT 30.3	The adjustment shall be based on the ***average*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Employer shall use its best estimate.
ITT 32.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: ***Sri Lankan Rupees*** The source of exchange rate shall be: ***Central Bank of Sri Lanka.*** The date for the exchange rate shall be: ***28 days prior to the deadline for submission of the Tenders.***
ITT 33.1	A margin of domestic preference ***shall not*** apply.
ITT 34.1	Not Applicable
ITT 34.2	The parts of the Works for which the Employer Permits Tenderer to propose Specialized Subcontractors are designated as follows: a. Soil Nailing/Anchoring b. Horizontal Drains For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.
ITT 34.3	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: ***30% of the total contract amount*** Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
F. Award of Contract	
ITT 47.1	Beneficial Ownership Not required

ITT 48.1 and 48.2	Environmental, Social, Health and Safety (ESHS) Performance Security- The successful Tenderer shall need to submit 3% of the contract value as an Environmental, Social, Health and Safety (ESHS) Performance Security. **Insurance Bonds / Guarantees are not acceptable.** The Performance Security and the ESHS Performance Security, shall be from a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. Both types of those Performance Securities shall be valid beyond 28 days from the probable date of the issue of the Defects Liability certificate or from the scheduled last day of the Defects Liability period."
ITT 49	The Adjudicator shall be appointed by the Construction Industry Development Authority at the request of either the Employer or the Contractor. The proposed Adjudicator's fee, together with reimbursable expenses, shall be discussed and agreed between the Employer and Contractor at the time of appointment of the Adjudicator.
ITT 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Interim Operation Directive on Procurement Instructions for Recipients (Annex IV) by AIIB." If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: *Mr. A.A Virajh Dias* **Title/position** : *Project Director, Project Management Unit (PMU) of RLVMMP* **Employer** : Secretary, Ministry of Defence Disaster Management Division, Vidya Mawatha, Colombo 07 **Fax number** : **+94 112559869** **Email address** : **pd.rlvmmp@gmail.com** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Tender Documents; and **2.** the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria

The Tenderer shall provide all the information requested in the forms included in Section IV, Tender Forms.

Wherever a Tenderer is required to state a monetary amount, Tenderers shall indicate the USD equivalent using the rate of exchange determined as follows:

- for construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITT 32.1. Any error in determining the exchange rates in the Tender may be corrected by the Employer

Table of Qualification Criteria

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1. Margin of Preference - Not Applicable

2. Evaluation

In addition to the criteria listed in ITT 35.2 (a) – (e) the following criteria shall apply:

2.1 Adequacy of Technical Proposal

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract, consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

2.2 Multiple Contracts-

In the event that a Tenderer has submitted tenders for more than one package (for different Civil Works Contracts under RLVMMP) and the tender is assessed evaluated substantially responsive tenderer in more than one tender, the Employer shall assess its capacity to meet the aggregated qualifying requirements (cumulative) for the following in case more than one package is considered for award:

a. financial capabilities (Construction cash flow requirement, adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments, Average Annual Construction Turnover);

b. Minimum Construction Experience in similar contracts;

c. Experience in key activities;

d. Key Personal to be provided;

e. Equipment

The decision for award of multiple contracts will be based on the satisfaction of the aggregate qualification requirements and the combination of tenders offering the lowest evaluated cost to the employer.

2.3 Alternative Completion Times

An alternative Completion Time, if permitted under ITT 13.2, will be evaluated as follows:

Not Applicable

2.4 Sustainable procurement –

Whole mitigation works have to be met with sustainable procurement technical requirements, and therefore, specific **sustainable procurement technical requirements** have not been specified.

2.5 Alternative Technical Solutions for specified parts of Works - Not Accepted

2.6 Specialized Subcontractors

If permitted under ITT 34, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Tenderer for purposes of qualification of the Tenderer.

3. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITT 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with ITT 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
1.3	**Bank Eligibility**	Not having been declared ineligible by the Bank, as described in ITT 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
1.4	**State-owned enterprise or institution of the Recipient country**	Meets conditions of ITT 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	**United Nations resolution or Recipient's country law**	Not having been excluded as a result of prohibition in the Recipient's country laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.6	**CIDA Registration**	Valid registration**; Grade – C3 or above Specialty – Building or Civil Engineering	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
2. Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract[6] did not occur as a result of contractor default since **1st June 2021**	Must meet requirement	Must meet requirements	Must meet requirement[7]	N/A	Form CON-2
2.2	**Suspension Based on Execution of Tender /Proposal Securing Declaration by the Employer or withdrawal of the Tender within Tender validity period**	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 4.7 or withdrawal of the Tender pursuant ITT 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
2.3	**Pending Litigation**	Tenderer's financial position and prospective long-term profitability sound according to the criteria established in 3.1 below, and assuming that all pending litigation will be	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

[6] Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

[7] This requirement also applies to contracts executed by the Tenderer as JV member.

[**]Domestic Tenderers should have been registered and hold a valid registration with Construction Industry Development Authority (CIDA) at the time of Tender Submission. Any Foreign Contractor who wishes to carry out any "Construction Contract" as the main/lead party shall obtain a Temporary Registration Certificate for Foreign Contractor; upon the succeeding it's bid. Instructions for temporary registration as a foreign contractor is given in the web site of "www.cida.gov.lk" (please refer Gazette no.2085/19 dated 23.08.2018 "Registration of foreign contractors"- [this can be downloaded from www.documents.gov.lk] for more details.)

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		resolved against the Tenderer					
2.4	**Litigation History**	No consistent history of court/arbitral award decisions against the Tenderer[8] since **1st June 2021.**	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	**Declaration: Environmental, Social, Health, and Safety (ESHS) past performance**	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), or health or safety requirements or safeguard in the past five years[9]. (Since 2021, June)	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration
3. Financial Situation and Performance							

[8] The Tenderer shall provide accurate information on the Letter of Tender about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer.

[9] The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
3.1	**Financial Capabilities**	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as **LKR 260 million (USD 0.78 Million;** for the subject contract(s) net of the Tenderer's other commitments. [Working Capital+ Financial Resources > **LKR 260 million (USD 0.78 Million);**	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Tenderers shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. [Working Capital+ Financial Resources > **LKR 260 million (USD 0.78 Million);** + Works Currently in progress and for future contract commitments (average monthly invoicing)]]	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Employer, for the **last *05* years (2020/2021 -2024/2025)** shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability (As the minimum requirement, a tenderer's net worth calculated as the difference between total assets and total liabilities	Must meet requirement	N/A	Must meet requirement	N/A	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All members Combined	**Each Member**	**At least one Member**	
		should be positive. Negative trend of area of profitability may also be caused for rejection of tender)					
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of **LKR. LKR. 511 Million (USD 1.53 Million);** calculated as total certified payments received for contracts in progress and/or completed within the last *05* years, (up to tender submission deadline) divided by *05*.	Must meet requirement	Must meet requirement	Must meet 50%, of the requirement	Must meet 75%, of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	**General Construction Experience**	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 05 years, starting **1st June 2021.**	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (a)	14 **Specific Construction & Contract Management Experience**	(i) A minimum number of similar contracts specified below, that have been satisfactorily and substantially[10] completed as a prime contractor, joint venture member[11], management contractor or sub-contractor[11] between **1st June 2016** and Tender submission deadline: (i) One contracts with similar construction techniques, total minimum value of **LKR 180 Million (USD 0.54 Million)** Or (ii) Maximum of 03 contracts with similar construction techniques, completed simultaneously, total value equal or more than of **LKR 180 Million (USD 0.54 Million)** shall also be considered. The similarity of the contracts shall be based on the following: slope stability techniques used (soil nailing/anchoring, retaining structures, horizontal drainage work or similar technique) based on the scope of work defined in this tender document]	Must meet requirement	Must meet requirement[12]	N/A	N/A	Form EXP 4.2(a)

[10] Substantial completion shall be based on 80% or more works completed under the contract.

[11] For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet this requirement. Only Employer approved sub-contract works will be considered for evaluation under similar specific experience.

[12] In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st June 2016 and Application submission deadline, a minimum construction experience in the following key activities successfully completed[13], within any one-year period; 1) Construction of horizontal Drains **154 L.m;** 2) Construction of Gabion wall **600 Cu.m;**	Must meet requirements	Must meet requirements	N/A	***N/A***	Form EXP – 4.2 (b)

[13] Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

14 The tenderer shall provide documentary evidence, approved by the Employer of the particular contract to substantiate his experience of similar works and key activities as a prime contractor, joint venture member, management contractor or sub-contractor.

4. Key Personnel

The Tenderer must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, who are required to perform the Contract.

The Tenderer shall provide details of the Key Personnel and such other Key Personnel that the Tenderer considers appropriate, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section IV, Tender Forms.
The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

Key Personnel

Item No.	Position/specialization	Number of Persons required	Relevant academic qualifications	Minimum years of relevant work experience
1	Project Manager / Contractor's representative	01	B.Sc. in Civil Engineering degree or equivalent, together with either Chartered/Corporate Membership of a recognized professional institution or a Postgraduate Degree in Engineering.	Minimum 8 years of post-qualification experience, of which a minimum of 3 years should be in slope stabilization work.
2	Geotechnical Engineer	01	B.Sc. Civil / Earth Resource Engineering degree or equivalent	Minimum 03 years of post qualification experience, of which minimum 1 year should be in slope stabilization work.
3	Site Engineers	01	B.Sc. Civil Engineering degree or equivalent with Associate Membership of IESL and Associate Membership of ECSL.	Minimum 03 years of post qualification experience, of which minimum 1 year should be in slope stabilization work.
			NDT/NDES/HNDE Civil or equivalent with the certificate of Member of IIESL and ECSL Registration as an Incorporate Engineer.	Minimum 10 years of post qualification experience, of which a minimum of 1 years should be in slope stabilization work.
4	Technical Officer	02	NDT/NDES/HNDE/NCT(NVQ-5) Civil or equivalent	Minimum 01years of post qualification experience

Item No.	Position/specialization	Number of Persons required	Relevant academic qualifications	Minimum years of relevant work experience
5	Surveyor	01	Bachelor Degree of Surveying from a recognized university or Licensed Surveyor or equivalent	Minimum 02 years of post qualification experience
6	QA/QC Engineer	01	B.Sc. Civil Engineering degree or equivalent	Minimum 03 years of post qualification experience, of which a minimum of 03 years experience in QA&QC Works, and 01 year should be in slope stabilization work.
			NDT/NDES/HNDE Civil or equivalent with the certificate of Member of IIESL and ECSL Registration as an Incorporated Engineer.	Minimum 10 years of post qualification experience, of which a minimum of 06 years of experience in QA&QC Works, and 01 year should be in slope stabilization work.
7	Quantity Surveyor	01	B.Sc. degree in Quantity Surveying or equivalent	Minimum 01 year of post qualification experience in Quantity Surveying
			NVQ Level 06 in Quantity Surveying or equivalent	Minimum of 05 years of post-qualification experience, out of which 03 years as a Contractors Quantity Surveyor.
			NVQ Level 05 in Quantity Surveying or equivalent	Minimum of 08 years of post-qualification experience, out of which 03 years as a Contractors Quantity Surveyor.
			NVQ level 04 in Quantity Surveying or equivalent	Minimum of 10 years of post-qualification experience, out of which 03 years as a Contractors Quantity Surveyor.
8	Environmental & Social Officer	01	B.Sc / BA. degree in a related area or equivalent	Minimum of 03 years of post qualification experience in the environmental & social field.
9	Health & Safety Officer	01	B.Sc / BA. degree in a related area or equivalent	Minimum of 3 years of post qualification experience in Health & Safety
			NVQ level 06	Minimum of 5 years of post qualification experience in Health & Safety
			NVQ level 05	Minimum of 8 years of post qualification experience in Health & Safety
			NVQ level 04	Minimum of 10 years of post qualification experience in Health & Safety

5 Equipment

The Tenderer must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Drilling machine with Compressor having a capacity of minimum 450 cfm and 6 bars and other required accessories (Ability to drill up to a minimum 30 m length through all type of material)	**02**
3	Crawler mounted excavator	**03**

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section IV, with necessary proof documents.

Section IV - Tender Forms

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Letter of Tender

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Tenderer must prepare this Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: All italicized text is to help Tenderers in preparing this form.

Date of this Tender submission: [*insert date (as day, month and year) of Tender submission*]

RFT No.: RLVMMP/WORKS/10W

To: The Secretary, Ministry of Defence, Disaster Management Division, Vidya Mawatha, Colombo 07.

(a) **No reservations:** We have examined and have no reservations to the Tender document, including Addenda issued in accordance with ITT 8;

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

(c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITT 4.7;

(d) **Conformity:** We offer to execute in conformity with the Tender document the following Works:

Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP)

(e) **Tender Price**: The total price of our Tender, excluding any discount offered & VAT in item (f) below is:

Total price is: ……

…….[*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*];

(f) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered without VAT.*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(g) **Discounted Tender Price:** The total price of our Tender, including the discount offered in item (f) above is:

Total price is: ……

………[insert the total price of the Tender excluding VAT in words and figures, indicating the various amounts and the respective currencies];

(h) **Tender Validity Period:** Our Tender shall be valid for a period specified in TDS ITT 18.1 of days from the date fixed for the Tender submission deadline in accordance with the Tender document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security,* ***Delete if not applicable***] in accordance with the Tender document;

(j) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer or as a subcontractor, and we are not participating in any other Tender(s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;

(k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment or any ineligibility imposed or recognized by the Bank. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

(l) **State-owned enterprise or institution:** [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

(m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tender process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(n) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and

(p) **Prohibited Practice:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Practice.;

(q) **Inspection and Audit:** We agree to permit the Bank or its representative to inspect our accounts and records and other documents relating to the tender submission and to have them audited by auditors appointed by the Bank; and

(r) Adjudicator: We accept the appointment of an Adjudicator, proposed by CIDA.

[or]

We do not accept the appointment of an Adjudicator, proposed by CIDA, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

Name of the Tenderer: …………………………………………………………………………..
,,,
*[*insert complete name of Tenderer signing the Tender*]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:
…………………………………………………………………………………………………
…………………………………………………………………………..**[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender: ………………………………………………[*insert complete title of the person signing the Tender*]

Signature of the person named above: …………………………………………………[*insert signature of person whose name and capacity are shown above*]

Date signed ……………[*insert date of signing*] **day of ……………………………** [*insert month*], …………………………[*insert year*]

*: In the case of the Tender submitted by a joint venture, specify the name of the Joint Venture as Tenderer
**: Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

Schedules

A. Preamble to Bill of Quantities

1. The Bills of Quantities shall be read in conjunction with all parts of this entire tender Document; the Instructions to tenderers, General and Particular Conditions, Technical Specifications, Drawings, and other supplementary information.
2. The quantities given in the Bills of Quantities are estimated and provisional, and are given to provide a common basis for Tendering. The Contractor should not use the estimated quantities for the purposes of ordering materials.
3. The Bills of Quantities include lump sums, unit prices, and provisional sums. The lump sum price quoted shall be deemed to be full compensation at the completion of work items. Measurements of lump sum items for the Interim Payments shall be based on percentage completion of the work or milestones, as per the Contractor's proposed schedule of monthly payments, as approved by the Engineer.
4. Provisional Sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 38.8 of Particular Conditions.
5. The method of measurement of completed work for payment shall be in accordance with relevant method contained in the Specification (including, if applicable, any Special Provisions and/or other Specification Appendices).
6. The basis of payment will be actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bills of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
7. The rates and prices included in the priced Bills of Quantities, except insofar as it is otherwise provided under the Contract, shall include all Contractor's plant, equipment, labour, supervision, materials, transport, erection, temporary works, maintenance, testing, wastage, insurance, overheads, profit, taxes (excluding VAT) together with all general risks, liabilities and obligations set out or implied in the Contract.
8. No separate payment will be allowed for providing performance guarantees, Advance guarantee and Insurances (Contractor's All Risk Insurance, Workmen Compensation Insurance and Insurance for Plant and machinery. Insurance for Employer, Engineer and Contractor's employees other than Contractor's workmen, and others as per PCC 13.1 (d)). Cost of above stated guarantees and Insurances deem to be included in rates and prices included in the priced BOQ.
9. Quantities shall be measured net from the drawing. No allowance for bulking, shrinkage, working space or wastage will be allowed.
10. The weight of steel reinforcement will be computed from drawings. The rate should allow for wastage, spacers, laps, chairs, hooks, bends, binding wire, etc.
11. The rates and prices shall be quoted entirely in Sri Lankan Rupee and Cents. The percentage for foreign currency requirements, included in said rates and prices, shall be as indicated in the Appendix to Tender, see Instruction to Tenderers, Clause 15.

12. A rate or price shall be entered against each item in the Bills of Quantities, whether quantities are stated or not. The cost of items against which the Contractor failed to enter a rate or price shall deemed to be covered by other rates and prices entered in the Bills of Quantities.
13. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bills of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.
14. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bills of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bills of Quantities.
15. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 31 of the Instruction to Tenderers.
16. Drains/ Catch pits and Inlets to be measured separately such as, excavation, formwork, reinforcement and concrete; relatively reference to the Sections 302, 601, 602, 605, 1001, 1002 and 1001 of Technical Specification.
17. The units of measurement shown in the Bills of Quantities are metric units. Abbreviations used are as follows:

Unit	Abbreviation	Unit	Abbreviation
Millimeter	mm	Metric Tonne	mt
Linear Meter	m	Lump Sum	LS
Square Millimeter	mm^2 or sq.mm.	Provisional Sum	PS
Square Meter	m^2 or sq.m.	Number, Each	nr
Hectare	ha	Hour	hr
Cubic Meter	m^3 or cu.m.	Week	wk
Liter	ltr	Month	mth
Kilogram	kg	Vehicle-Month	veh-mth

18. The contingencies included in the Contract Price may be used by the Employer for approved payments to the Contractor for additional work for which payment is due to the Contractor arising out of the performance of the Contract. The Contractor shall have no entitlement to any contingency amount “per se”.
19. The Employer is entitled to hold 10% of any or all of the Interim Payment application for Noncompliance in either or all Environment, Social, Health and Safety measures as per Contract, and release the said amount once the Contractor rectify/comply with such nonconformities which is accepted by the Engineer but less the payment for attending to ESHS activities for such period.
20. The Employer may deduct up to 10% as penalties from interim/final payments due for Contractor's Employees as per Contract, if the Contractor failed to Employ and deploy to the Sites, any single or multiple designated Key Staff of the Contractor as per Contract. In addition, the Employer shall be entitled to withhold 5% of the remaining value of the respective Interim/Final Payment for such noncompliance, and release the said amount once the Contractor rectifies/complies with such nonconformities, which is accepted by the Engineer.

B. Daywork Schedule

General

1. Reference should be made to Clause 51; General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Tenderers shall enter basic rates for daywork items in the Schedules. These rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of day work, however, ***the amount of day works will be considered in the Tenders evaluation process***. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Day work Labour

2. In calculating payments due to the Contractor for the execution of dayworks, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and are competent to perform such work will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect to the total time that labour is employed on daywork, calculated at the basic rates entered by it in the "SCHEDULE OF DAYWORK RATES: LABOUR". The rates of labour shall be deemed to cover all costs to the Contractor including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with (Country of Borrower) law, as well as Contractor's profit, overheads, superintendence, liabilities and insurance and allowance to labour, timekeeping and clerical and office work, the use of consumable stores, water, lighting and power, the use of repair of staging, scaffolding, workshops and stores, portable power tools, manual plant and tools, Supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

Day work Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed above), at the rates entered by him in the "SCHEDULE OF DAYWORK RATES: MATERIALS" and shall be deemed to include overhead charges and profit as follows:
   a) The rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.

b) The cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

Day work Constructional Plant

5. The Contractor shall be entitled to payments in respect of Construction equipment employed on daywork at the basic rental rates entered by him in the "SCHEDULE OF DAYWORK RATES: CONTRACTOR'S PLANT". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on the Daywork Labour.
6. In calculating the payment due to the Contractor for Contractor's Plant employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the traveling time from the part of the Site where the Contractor's Plant was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

Bills of Quantities

MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE LINE (FROM WATTEGAMA-TO UKUWELA) IN MATALE DISTRICT (SITE NO. 254) UNDER PACKAGE 10W OF THE REDUCTION OF LANDSLIDE VULNERABILITY BY MITIGATION MEASURES PROJECT (RLVMMP)

MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE LINE (FROM WATTEGAMA-TO UKUWELA) IN MATALE DISTRICT (SITE NO. 254) UNDER PACKAGE 10W OF THE REDUCTION OF LANDSLIDE VULNERABILITY BY MITIGATION MEASURES PROJECT (RLVMMP)

GRAND SUMMARY

	DESCRIPTION	AMOUNT (Rs.)
1	BILL No. 01 - GENERAL PRELIMINARIES	-
2	BILL NO. 02 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH (SITE NO. 254)	-
3	BILL NO. 03 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)	-
4	BILL NO. 04- PROVISIONAL SUMS	26,600,000.000
5	BILL NO. 05 - OVERHEAD AND PROFIT BY THE CONTRACTOR FOR PROVISIONAL SUMS	-
6	BILL NO. 6 - DAYWORKS	-
7	**SUB TOTAL (Bill No. 01 - 06)**	
8	ADD 10% PHYSICAL CONTINGENCIES TO SUB TOTAL 10%	-
9	ADD 5% PRICE CONTINGENCIES TO SUB TOTAL 5%	-
10	**TENDER PRICE EXCLUDING VAT & DISCOUNTS**	-
11	DISCOUNT (IF ANY)	
12	**DISCOUNTED TENDER PRICE EXCLUDING VAT**	-
13	ADD VAT 18%	-
14	**DISCOUNTED TENDER PRICE INCLUDING VAT**	-

MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE LINE (FROM WATTEGAMA-TO UKUWELA) IN MATALE DISTRICT (SITE NO. 254) UNDER PACKAGE 10W OF THE REDUCTION OF LANDSLIDE VULNERABILITY BY MITIGATION MEASURES PROJECT (RLVMMP)

DESCRIPTION	**AMOUNT (Rs.)**
BILL No. 1 - GENERAL PRELIMINARIES EXCLUDING PROVISIONAL SUMS	-
SUB TOTAL CARRIED TO GRAND SUMMARY	**-**

BILL No. 1 - GENERAL PRELIMINARIES						*MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE LINE (FROM WATTEGAMA-TO UKUWELA) IN MATALE DISTRICT (SITE NO. 254) UNDER PACKAGE 10W OF THE REDUCTION OF LANDSLIDE VULNERABILITY BY MITIGATION MEASURES PROJECT (RLVMMP)*
	PAY ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
1.1		**CONTRACTOR'S SITE ESTABLISHMENT**				
1.1.1	106.4(1)	Mobilization of Contractor's Facilities and Plant/ Equipment	LS			
1.1.2	106.4(2)	De-mobilization of Contractor's Facilities and Plant/Equipment	LS			
1.1.3	106.4(3)	Maintenance of Site establishment for the Contractor	mth	5		
1.2		**QUALITY STANDARD & PROGRESS**				
1.2.1	106.5(1)	Progress Reports	mth	5		
1.3		**PROJECT NAME BOARDS/ PLAQUES**				
1.3.1	106.6(1)	Provide and Maintain project Name Boards	Nr	2		
1.3.2	106.6(2)	Project Inauguration Plaque and related services	**PS**			**Refer Bill No.04 item 4.1**
1.4		**SERVICES**				
1.4.1	110(1)	Temporary supporting and protecting public utility services during execution of works	**PS**			**Refer Bill No.04 item 4.2**
1.5		**SETTING-OUT, CROSS SECTION SURVEY & DRAWINGS**				
1.5.1	115(1)	Allow for setting out work, working drawings, as build drawings and cross sections	LS			
1.6		**ENVIRONMENTAL MANAGEMENT**				
1.6.1	2000(1)	Allow for submission of satisfactory Environmental Management ActionPlan (EMAP) and on-site arrangement before commencing the project actions	LS			
1.6.2	2000(2)	Allow for Baseline Environmental Monitoring and submission of the report	LS			
1.6.3	2000(4)	Monitoring Environmental Quality Parameters and Environmental mitigation measures during construction	**PS**			**Refer Bill No.04 item 4.3**
1.6.4	2000(3)	ESMP Monthly Progress Reports	mth	5		-
1.7		**TRAFFIC CONTROL**				

BILL No. 1 - GENERAL PRELIMINARIES						*MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE LINE (FROM WATTEGAMA-TO UKUWELA) IN MATALE DISTRICT (SITE NO. 254) UNDER PACKAGE 10W OF THE REDUCTION OF LANDSLIDE VULNERABILITY BY MITIGATION MEASURES PROJECT (RLVMMP)*
	PAY ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
1.7.1	101(1)	Management, Safety & Control & Temporary Diversion of Traffic, including provision of a general traffic management plan	PS			**Refer Bill No.04 item 4.4**
1.8		**HEALTH & SAFETY**				
1.8.1	2003(1)	Health and safety meassures during construction confirming to the latest industrial standards	mth	5		-
1.8.2	2003(2)	Awareness Programme for STDs	**PS**			**Refer Bill No.04 item 4.5**
1.9		**RAILWAY SAFETY ARRENGEMENTS AND SIGN BOARDS**				
1.9.1		Providing necesasry safety arrengements and traffic management plan along the railway line including safety sign boards lightings and markings for the mitigation location as specified and instructed by the Engineer.(Item -Per site) **Refer Appendix C -Specifications (Railway specifications)**	item	2		-
1.10		**UTILITY RELOCATION**				
1.10.1	203(1)	Relocation of utility services as per requirements of the utility service agency	**PS**			**Refer Bill No.04 item 4.6**
1.11		**CONSTRUCTION MANAGEMENT & STAFF**				
1.11.1	120(1)	Employing all necessary construction management staff and technical supervisory staff	mth	5		-
1.12		**FACILITIES FOR THE ENGINEER AND THE EMPLOYER**				
1.12.1		Provide and maintenance of Engineer and Employer Facilities	**PS**			**Refer Bill No.04 item 4.7**
1.13		**REMOVAL OF EXISTING STRUCTURES**				
1.13.1		Removal of existing srtuctures and related work	**PS**			**Refer Bill No.04 item4.8**

BILL No. 1 - GENERAL PRELIMINARIES						*MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE LINE (FROM WATTEGAMA-TO UKUWELA) IN MATALE DISTRICT (SITE NO. 254) UNDER PACKAGE 10W OF THE REDUCTION OF LANDSLIDE VULNERABILITY BY MITIGATION MEASURES PROJECT (RLVMMP)*
	PAY ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
1.14		**DEVELOPMENT OF ACCESS ROADS, REHABILITATION OF ROADS & EXISTING DRAINAGE**				
1.14.1		Development of access roads & Rehabilitation of Road Pavement, drainage and relevant work (items under this work shall comply with CIDA publication SCA - 05 - Second edition [STANDARD SPECIFICATION FOR CONSTRUCTION AND MAINTENANCE OF ROADS AND BRIDGES]	**PS**			**Refer Bill No.04 item 4.9**
	Total of Bill No 1 - Preliminaries (Transfer to Summary of Bills of Quantities)					**-**

BILL NO. 02 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH	
DESCRIPTION	**AMOUNT (Rs.)**
BILL No. 2.1 - SITE CLEARING	-
BILL No. 2.2- EARTH WORKS	-
BILL No. 2.3 - STRUCTURE CONSTRUCTION	-
SUB TOTAL CARRIED TO BILL NO 02 SUMMARY	**-**

BILL No. 2.1 - SITE CLEARING					BILL NO. 02 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH	
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
2.1		**CLEARING AND GRUBBING**				
2.1.1.1	201(1)	Clearing and grubbing inclusive of backfilling holes and trenches caused by removal of stumps and boulders (Average depth 150mm) including disposal away from site.	m^2	2,334.00		-
	Total of Bill No 2.1 Site Clearing (Transfer to Summary of Bills of Quantities)					**-**

BILL No. 2.2 - EARTHWORKS						BILL NO. 02 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
2.2.2		**EXCAVATION AND BACKFILL FOR STRUCTURES**				
2.2.2.1	302(1)	Excavation for Embankment, soil suitable for filling including soft rock for reuse(Rate shall include Excavation & Backfill for the working space)	m^3	2,129.00		-
2.2.2.2	301(2)	Excavation and disposal of Boulders - 0.25 m^3 - 1.0 m^3 (Provisional Quantity, rate shall include for backfilling holes)	m^3	100		-
2.2.2.3	301(3)	Excavation (chemical blasting) and disposal of Hard rock > 1.0 m^3 (Provisional Quantity , rate shall include for backfilling holes)	m^3	100		-
2.2.2.4	301(3)	Excavation (mechanical breaking) and disposal of Hard rock > 1.0 m^3 (Provisional Quantity , rate shall include for backfilling holes)	m^3	100		-
2.2.2.5	302(1)	Excavation for Drains and Catch pits, soil suitable for filling including soft rock for reuse(Rate shall include Excavation & Backfill for the working space)	m^3	32.00		-
2.2.2.6	302(1)	Excavation for Gabion Wall, soil suitable for filling including soft rock for reuse(Rate shall include Excavation & Backfill for the working space)	m^3	53.00		-
2.2.2.7	302(6)	Backfill behind the Structures , with suitable existing soil.(Rate shall include for necessary compaction.)	m^3	1,600.00		-
2.2.2.8	302(6)	Backfill behind the Structures , with imported soil.(Rate shall include for necessary compaction.)	m^3	1,500.00		-
	Total of Bill No 2.2 - Earthworks (Transfer to Summary of Bills of Quantities)					**-**

BILL No. 2.3 - STRUCTURE CONSTRUCTION			BILL NO. 02 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH			
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
		Note 1 ***No separate payment shall be made for compliance of expansion joint works and polythene cover for concrete,payments shall deem to be included in the concrete rates and prices.***				
2.3.1		**DS(M)-A DRAIN & CATCH PIT**				
2.3.1.1	601(1)	Concrete C15 (20mm) for beds poured on or against earth or un-blinded hardcore.	m^3	2.00		-
2.3.1.2	601(3)	Concrete C25 (20mm) for structures /Drains. Rate shall include expansion joints.	m^3	8.00		-
2.3.1.3	602(1)	Tor – Steel reinforcement	kg	520.00		-
2.3.1.4	605(1)	Formwork for concrete sides of drains plain smooth finish	m^2	100.00		-
2.3.2		**DS-C-A (CASCADE DRAIN TYPE II)**				
2.3.2.1	601(1)	Concrete C15 (20mm) for beds poured on or against earth or un-blinded hardcore.	m^3	5.00		-
2.3.2.2	601(3)	Concrete C25 (20mm) for structures /Drains. Rate shall include expansion joints.	m^3	17.00		-
2.3.2.3	602(1)	Tor – Steel reinforcement	kg	926.00		-
2.3.2.4	605(1)	Formwork for concrete sides of drains plain smooth finish	m^2	158.00		-

BILL No. 2.3 - STRUCTURE CONSTRUCTION			BILL NO. 02 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH			
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
2.3.3		**HOT DIPPED GALVANIZED MILD STEEL DOWELS**				
2.3.3.1	606(1)	Supply and install (16 mm dia.) hot dipped galvanized mild steel grouted dowels	m	72		-
2.3.4		**GABION WALL**				
2.3.4.1	503(3)	Base preperation for gabion wall with 6" x 9" Rubble	m^3	22.00		-
2.3.4.2	503(1)	Gabion wall (PVC coated galvanized wire)	m^3	748.00		-
2.3.4.3	503(1)	Gabion Facing	m^3	476.00		-
2.3.4.4	503(2)	Filter fabric/Geotextile	m^2	558.00		-
2.3.5		**EMBANKMENT CONSTRUCTION**				
2.3.5.1	302(5)	Dense graded aggregate base (Aggregate Base Course)Supplying, pilling, loading, spreading, watering and compacting graded 37.5 mm aggregate to form a Dense aggregate base.	m^3	1,014.00		-
2.3.5.2		Laying of BI-AXIAL Geogrid (100 kN/m) as per the details given in the drawings.	m^2	3,830.00		-
2.3.5.3	304(2)	Construction of a rock fill embankment as per details given in the drawings.	m^3	9,745.00		-
2.3.5.4	503(2)	Geotextile/Filter fabric separator.	m^2	3,707.00		-
2.3.5.5	503(2)	Class I Geotextile/Filter fabric separator.	m^2	1,604.00		-
2.3.5.6	402(1)	Sub-surface drain with 20mm aggregate filling, 1 Nos of PVC pipe Dia 110 mm (type 600) and all as per detailed drawings	m	175.00		-
2.3.5.7		Construction of aggregate (20-40)mm fill embankment as per details given in the drawings.	m^3	54.00		-

BILL No. 2.3 - STRUCTURE CONSTRUCTION			BILL NO. 02 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH			
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
2.3.5.8		Reconstruction of damaged formation layers using Dense graded aggregate base (Aggregate Base Course), including excavation, stabilization, and Supplying, pilling, loading, spreading, watering and compacting graded 37.5 mm aggregate to form a Dense aggregate base.	**PS**			**Refer Bill No.04 item 4.10**
2.3.6		**HORIZONTAL DRAIN**				
2.3.6.1	702(1)	90mm dia Long Drain with perforated UPVC pipes (PNT 11) and filter fabric. Rate shall include for drilling through any type of soil and associated work and disposal of drilled material away from the site as directed by the Engineer.	m	154.00		-
	Total of Bill No 2.3 - Structure Construction (Transfer to Summary of Bills of Quantities)					**-**

BILL NO. 03 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)	
DESCRIPTION	**AMOUNT (Rs.)**
BILL No. 3.1 - SITE CLEARING	-
BILL No. 3.2- EARTH WORKS	-
BILL No. 3.3 - STRUCTURE CONSTRUCTION	-
SUB TOTAL CARRIED TO BILL NO 3.1 SUMMARY	**-**

BILL No. 3.1 - SITE CLEARING						BILL NO. 03 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
3.1		**CLEARING AND GRUBBING**				
3.1.1	201(1)	Clearing and grubbing inclusive of backfilling holes and trenches caused by removal of stumps and boulders (Average depth 150mm) including disposal away from site	m^2	3,185		-
	Total of Bill No 3.1 Site Clearing (Transfer to Summary of Bills of Quantities)					**-**

BILL No. 3.2 - EARTHWORKS			BILL NO. 03 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)			
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
3.2.1		**EXCAVATION AND BACKFILL FOR STRUCTURES**				
3.2.1.1	302(1)	Excavation for Drains and Catch pits, soil suitable for filling including soft rock for reuse(Rate shall include Excavation & Backfill for the working space)	m^3	748.00		-
3.2.1.2	301(2)	Excavation and disposal of Boulders - 0.25 m^3 - 1.0 m^3 (Provisional Quantity, rate shall include for backfilling holes)	m^3	50		-
3.2.1.3	301(3)	Excavation (chemical blasting) and disposal of Hard rock > 1.0 m^3 (Provisional Quantity , rate shall include for backfilling holes)	m^3	50		-
3.2.1.4	301(3)	Excavation (mechanical breaking) and disposal of Hard rock > 1.0 m^3 (Provisional Quantity , rate shall include for backfilling holes)	m^3	50		-
3.2.1.5	301(5)	Disposal of excess soils away from site	m^3	748.00		-
	Total of Bill No 3.2- Earthworks (Transfer to Summary of Bills of Quantities)					**-**

BILL No. 3.3 - STRUCTURE CONSTRUCTION			BILL NO. 03 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)			
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
		Note 1 ***No separate payment shall be made for compliance of expansion joint works and polythene cover for concrete,payments shall deem to be included in the concrete rates and prices.***				
3.3.1		**DS (M) - B DRAIN WITH SUBSURFACE**				
3.3.1.1	601(1)	Concrete C15 (20mm) for beds poured on or against earth or un-blinded hardcore.	m^3	11.00		-
3.3.1.2	601(3)	Concrete C25 (20mm) for structures /Drains. Rate shall include expansion joints.	m^3	52.00		-
3.3.1.3	602(1)	Tor – Steel reinforcement	kg	3,342.00		-
3.3.1.4	605(1)	Formwork for concrete sides of drains plain smooth finish	m^2	668.00		-
3.3.1.5	402(1)	Sub-surface drain with 20mm aggregate filling, 1 Nos of PVC pipe Dia 110 mm (type 600) and all as per detailed drawing.	m	300.00		-
3.3.2		**DS (M) - A DRAIN**				
3.3.2.1	601(1)	Concrete C15 (20mm) for beds poured on or against earth or un-blinded hardcore.	m^3	9.00		-
3.3.2.2	601(3)	Concrete C25 (20mm) for structures /Drains. Rate shall include expansion joints.	m^3	37.00		-
3.3.2.3	602(1)	Tor – Steel reinforcement	kg	2,431.00		-
3.3.2.4	605(1)	Formwork for concrete sides of drains plain smooth finish	m^2	468.00		-

BILL No. 3.3 - STRUCTURE CONSTRUCTION			BILL NO. 03 -MITIGATION DESIGN FOR FAILURE LOCATIONS ALONG MAIN LINE DUE TO 'DITWAH' CYCLONE MAIN LINE(FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)			
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT (Rs)**
3.3.3		**DS (M) L - TYPE I DRAIN**				
3.3.3.1	601(1)	Concrete C15 (20mm) for beds poured on or against earth or un-blinded hardcore.	m^3	25.00		-
3.3.3.2	601(3)	Concrete C25 (20mm) for structures /Drains. Rate shall include expansion joints.	m^3	223.00		-
3.3.3.3	602(1)	Tor – Steel reinforcement	kg	16,884.00		-
3.3.3.4	605(1)	Formwork for concrete sides of drains plain smooth finish	m^2	1,815.00		-
	Total of Bill No 3.3 - Structure Construction (Transfer to Summary of Bills of Quantities)					**-**

BILL NO. 04- PROVISIONAL SUMS

BOQ ITEM	PAY ITEM	DESCRIPTION	UNIT	AMOUNT (Rs)
		PROJECT NAME BOARDS/ PLAQUES		
4.1	106.6(2)	Project Inauguration Plaque and related services	**PROVISIONAL SUM**	**350,000.00**
		SERVICES		
4.2	110(1)	Temporary supporting and protecting public utility services during execution of works	**PROVISIONAL SUM**	**600,000.00**
		ENVIRONMENTAL MANAGEMENT		
4.3	2000(4)	Monitoring Environmental Quality Parameters and Environmental mitigation measures during construction including a compensatory plantation plan	**PROVISIONAL SUM**	**2,000,000.00**
		TRAFFIC CONTROL		
4.4	101(1)	Management, Safety & Control & Temporary Diversion of Traffic, including provision of a general traffic management plan	**PROVISIONAL SUM**	**600,000.00**
		HEALTH & SAFETY		
4.5	2003(2)	Awareness Programme for STDs and First Aid training Programme as directed by the Engineer.	**PROVISIONAL SUM**	**400,000.00**
		UTILITY RELOCATION		
4.6	203(1)	Relocation of utility services as per requirements of the utility service agency	**PROVISIONAL SUM**	**350,000.00**
		FACILITIES FOR THE ENGINEER AND THE EMPLOYER		
4.7		Provide and maintenance of Engineer and Employer Facilities	**PROVISIONAL SUM**	**5,000,000.00**
		REMOVAL OF EXISTING STRUCTURES		
4.8		Removal of existing structures and related work	**PROVISIONAL SUM**	**300,000.00**

BILL NO. 04- PROVISIONAL SUMS				
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**AMOUNT (Rs)**
		DEVELOPMENT OF ACCESS ROADS, REHABILITATION OF ROADS & EXISTING DRAINAGE		
4.9		Development of access roads & Rehabilitation of Road Pavement, drainage and relevant work (items under this work shall comply with CIDA publication SCA - 05 - Second edition [STANDARD SPECIFICATION FOR CONSTRUCTION AND MAINTENANCE OF ROADS AND BRIDGES]	**PROVISIONAL SUM**	**2,000,000.00**
		EMBANKMENT CONSTRUCTION		
4.10		Reconstruction of damaged formation layers using Dense graded aggregate base (Aggregate Base Course), including excavation, stabilization, and Supplying, pilling, loading, spreading, watering and compacting graded 37.5 mm aggregate to form a Dense aggregate base.	**PROVISIONAL SUM**	**15,000,000.00**
	Total of Bill No 04 - Provisional Sums (Transfer to Summary of Bills of Quantities)			**26,600,000.00**

BILL NO. 05 - OVERHEAD AND PROFIT BY THE CONTRACTOR FOR PROVISIONAL SUMS						
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**AMOUNT OF PROVISIONAL SUM**	**PERCENTAGE**	**AMOUNT (Rs)**
		PROJECT NAME BOARDS/ PLAQUES				
5.1		Allow for overhead and profit by the contractor for Project Inauguration Plaque and related services	pro rata	**350,000.00**		-
		SERVICES				
5.2		Allow for overhead and profit by the contractor for Temporary supporting and protecting public utility services during execution of works	pro rata	**600,000.00**		-
		ENVIRONMENTAL MANAGEMENT				
5.3		Allow for overhead and profit by the contractor for Monitoring Environmental Quality Parameters and Environmental mitigation measures during construction	pro rata	**2,000,000.00**		-
		TRAFFIC CONTROL				
5.4		Allow for overhead and profit by the contractor for Management, Safety & Control & Temporary Diversion of Traffic, including provision of a general traffic management plan	pro rata	**600,000.00**		-
		HEALTH & SAFETY				
5.5		Allow for overhead and profit by the contractor for Awareness Programme for STDs	pro rata	**400,000.00**		-
		UTILITY RELOCATION				
5.6		Allow for overhead and profit by the contractor for Relocation of utility services as per requirements of the utility service agency	pro rata	**350,000.00**		-
		FACILITIES FOR THE ENGINEER AND THE EMPLOYER				
5.7		Allow for overhead and profit by the contractor for Provide and maintenance of Engineer and Employer Facilities	pro rata	**5,000,000.00**		-

BILL NO. 05 - OVERHEAD AND PROFIT BY THE CONTRACTOR FOR PROVISIONAL SUMS						
BOQ ITEM	**PAY ITEM**	**DESCRIPTION**	**UNIT**	**AMOUNT OF PROVISIONAL SUM**	**PERCENTAGE**	**AMOUNT (Rs)**
		REMOVAL OF EXISTING STRUCTURES				
5.8		Allow for overhead and profit by the contractor for Removal of existing structures and related work	pro rata	**300,000.00**		-
		DEVELOPMENT OF ACCESS ROADS, REHABILITATION OF ROADS & EXISTING DRAINAGE				
5.9		Allow for overhead and profit by the contractor for Development of access roads & Rehabilitation of Road Pavement, drainage and relevant work (items under this work shall comply with CIDA publication SCA - 05 - Second edition [STANDARD SPECIFICATION FOR CONSTRUCTION AND MAINTENANCE OF ROADS AND BRIDGES]	pro rata	**2,000,000.00**		-
		EMBANKMENT CONSTRUCTION				
5.10		Reconstruction of damaged formation layers using Dense graded aggregate base (Aggregate Base Course), including excavation, stabilization, and Supplying, pilling, loading, spreading, watering and compacting graded 37.5 mm aggregate to form a Dense aggregate base.	pro rata	**15,000,000.00**		-
	Total of Bill No 5 - Overhead and Profit by the Contractor for the PS (Transfer to Summary of Bills of Quantities)					-

BILL NO. 6 - DAYWORKS					
BOQ ITEM	**DESCRIPTION**	**UNIT**	**QTY.**	**RATE**	**AMOUNT**
6.1	**LABOUR**				
6.1.1	Skilled Labour	hr	100		-
6.1.2	Unskilled Labour	hr	100		-
6.1.3	Mason	hr	50		-
6.1.4	Carpenter	hr	50		-
6.1.5	Steel fixer	hr	50		-
6.1.6	Mechanic	hr	50		-
6.1.7	Plumber, Electrician	hr	50		-
6.1.8	Welder, Fitter	hr	50		-
6.1.9	Driver	hr	50		-
6.1.10	Site Supervisor	hr	50		-
6.2	**MATERIAL**				
6.2.1	Cement	50 kg bag	20		-
6.2.2	Sand	m^3	10		-
6.2.3	20 mm agregate	m^3	10		-
6.2.4	Imported soil (Type I)	m^3	10		-
6.2.5	Imported soil (Type II)	m^3	10		-
6.2.6	Aggregate (20-200mm)	m^3	10		-
6.2.7	Aggregate (12.5mm)	m^5	10		-
6.2.8	Mild Steel reinforcement	kg	100		-
6.2.9	Tor Steel reinforcement	kg	100		-
6.2.10	PVC Pipes 90 mm	m	50		-
6.2.11	PVC Pipes 75 mm	m	50		-
6.2.12	PVC Pipes 50 mm	m	50		-
6.2.13	Random Rubble (4"x 6"mm)	m^3	10		-
6.2.14	Random Rubble (6"x9")	m^3	10		-
6.2.15	Timber Plywood Sheet 12mm	m^2	10		-
6.2.16	Asphalt concrete: binder course material	Mt	10		-
6.2.17	Asphalt concrete: wearing course material	Mt	10		-
6.2.18	Bituminous Emulsion CSS-1	liter	100		-
6.2.19	Bituminous Emulsion (CRS-1)	liter	100		-
6.2.20	Bituminous Emulsion (CRS-2)	liter	100		-
6.2.21	Aggregate Base Course(ABC)	m^3	20		-
6.2.22	PVC coated galvanized Gabion boxex 1m x1m x1m	nr	10		-
6.2.23	Grade 25 Readymix Concrete	m^3	2		-

BILL NO. 6 - DAYWORKS					
BOQ ITEM	**DESCRIPTION**	**UNIT**	**QTY.**	**RATE**	**AMOUNT**
6.3	**PLANT & MACHINERY**				
6.3.1	Hydraulic Excavator 130HP	hr	8		-
6.3.2	Hydraulic Excavator 200HP	hr	8		-
6.3.3	Dump Truck/Tipper 20T	km	8		-
6.3.4	Tractor/Trailer 100HP	hr	8		-
6.3.5	Air Compressor 450 cfm	hr	8		-
6.3.6	Soil nailing machine with accessories	hr	8		-
6.3.7	Backhoe Loader (JCB)	hr	8		-
6.3.8	Shotcrete Gunning machine with accessories	hr	8		-
6.3.9	Asphalt Paver (crawler)	hr	8		-
6.3.10	Emulsion Sprayer self prop.(4000L)	hr	8		-
6.3.11	Concrete Mixer	hr	8		-
6.3.12	Generator (420 KW)	hr	5		-
6.3.13	Long reach Excavator	hr	8		-
6.3.14	Vibrating Rammer	Day	10		-
6.3.15	Plate Compactor	Day	10		-
6.3.16	1 Tonn Roller	hr	10		-
6.3.17	5 Tonn Roller	hr	10		-
6.3.18	Pneumatic road roller(8-10 tonn)	hr	10		-
6.3.19	Vibrating Roller (10 tonn)	hr	10		-
6.3.20	Crew cab	km	10		-
6.3.21	Boom truck	hr	10		-
6.3.22	Jack hammer	Day	10		-
	Total of Bill No 6 - DayWorks (Transfer to Summary of Bills of Quantities)				**-**

Schedule of Payment Currencies

For Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP).

	A	B	C	D
Name of Payment Currency	**Amount of Currency**	**Rate of Exchange to Local Currency**	**Local Currency Equivalent C = A x B**	**Percentage of Total Tender Price (TTP) $\frac{100xC}{TTP}$**
Local currency _____		**1.00**		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Tender Price				**100.00**
Provisional Sums Expressed in Local Currency		**1.00**		
TOTAL TENDER PRICE (Including provisional sum excluding contingencies & VAT)				

Schedule(s) of Adjustment Data-Not Applicable

Form of Tender Security

Form of Tender Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

The Secretary, Ministry of Defence, Disaster Management Division, Vidya Mawatha, Colombo 07.

Request for Tenders No: ***RLVMMP/WORKS/10W***

Date: [*Insert date of issue]*

TENDER GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *_[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of ***Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP)***under Request for Tenders No. **RLVMMP/WORKS/10W** ("the RFT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has withdrawn its Tender during the period of Tender validity specified by the Applicant in the Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Tender by the Beneficiary during the period of Tender validity, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS)

Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's Tender document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tender process; or (ii) twenty-eight days after the end of the Tender Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Technical Proposal

Technical Proposal Forms

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ESHS Management Strategies and Implementation Plans**
- **Code of Conduct (ESHS)**
- **Others**

FORM PER -1

Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:** *[Environmental Specialist]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:** *[Health and Safety Specialist]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

4.	**Title of position:** *[Social Specialist]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

Form PER-2:

Resume and Declaration

Key Personnel

Name of Tenderer

Position [#*1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading and writing skills]*	
details		
	Address of employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Key Personnel is available to work on this contract]*
Time commitment:	*[insert the number of days/week/months/ that this Key Personnel will be engaged]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Tender evaluation;
(b) my disqualification from participating in the Tender;
(c) my dismissal from the contract.

Name of Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

Equipment

The Tenderer shall provide adequate information including relevant catalogues and manuals to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	**Name of manufacturer,**	**Model and power rating**
	Capacity*	**Year of manufacture***
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** ☐ **Owned** ☐ **Rented** ☐ **Leased** ☐ **Specially manufactured**	

The following information shall be provided only for equipment not owned by the Tenderer.

Owner	**Name of owner**	
	Address of owner	
	Telephone	**Contact name and title**
	Fax	**Telex**
Agreements	**Details of rental / lease / manufacture agreements specific to the project**	

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Tenderer shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITT 11.1 (i) of the Tender Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Tenderer shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Ref.

- Environmental and Social Management Plan (ESMP)- Item 2002, 2001 of Specification,
- **Construction contractor's requirement to comply with** Site Specific Environmental, social Management and Health and Safety during the construction phase- item 2004 of Specification.
- Arrangement for traffic with safety precautions during constructions, rehabilitation or crossing of existing roads – item 101of Specification.

Web Reference to the Site Specific Environmental and Social Management Plans (SSE & SMP)

https://nbro.gov.lk/index.php?option=com_content&view=article&layout=edit&id=204&lang=en

Refer Site no. 254

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

The Tenderer shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITT 11.1 (i) of the Tender Data Sheet. The Code of Conduct shall ensure compliance with the ESHS requirements of the contract, including those as may be more fully described in the Works Requirements in Section VII.

In addition, the Tenderer shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Web Reference to the Environmental and Social Management Framework

https://www.nbro.gov.lk/images/AIIBProject/ESMF.pdf

Others

Tenderer's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI -1.1: Tenderer Information Form

Date: _____
RFT No. and title: _____
Page _____of _____pages

Tenderer's name	
In case of Joint Venture (JV), name of each member:	
For Domestic Tenderers only Details of CIDA/ICTAD Registration : Registration number: Specialty:	 Grade: Expiry date
Tenderer's actual or intended country of registration: *[indicate country of Constitution]*	
Tenderer's actual or intended year of incorporation:	
Tenderer's legal address [in country of registration]:	
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____	
1. Attached are copies of original documents of ☐ ICTAD Registration (For Domestic Tenderers only) ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under TDS ITT 47.1, the successful Tenderer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*	

Form ELI -1.2: Information Form for JV Tenderers

(to be completed for each member of Joint Venture)

Date: _____

RFT No. and title: _____

Page _____ of _____ pages

Tenderer's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITT 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under TDS ITT 47.1, the successful Tenderer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
Date: _____
Joint Venture Member's Name_____
RFT No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st *March 2021* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Form CON – 3: Environmental, Social, Health, and Safety

Performance Declaration

[The following table shall be filled in for the Tenderer, each member of a Joint Venture and each Specialized Subcontractor]

Tenderer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*
RFT No. and title: *[insert RFT number and title]*
Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
☐ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. ☐ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g. for GBV/ SEA breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]*	*[insert amount]*

		Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	
...	...	*[list all applicable contracts]*	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g. for GBV/ SEA breaches]*		*[insert amount]*

Form CCC: Current Contract Commitments / Works in Progress

Tenderers and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Contract Value LKR	Value of outstanding work LKR	Start Date	Estimated completion date	Average monthly invoicing over six months (LKR/month)
1.						
2.						
3.						
4.						
5.						

Form FIN – 3.1: Financial Situation and Performance

Tenderer's Name: _____
Date: _____
Joint Venture Member's Name_____
RFT No. and title: _____
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information on previous** *years,* **(amounts in LKR)**				
	Year 2020 - 2021	Year 2021 - 2022	Year 2022 - 2023	Year 2023 - 2024	Year 2024 - 2025
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (LKR equivalent)
1		
2		
3		

3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for 05 years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

(a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *05* years required above; and complying with the requirements

Tenderers should submit proof documents on item 1, 2 and 3 above.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Tenderer's Name: _____
Date: _____
Joint Venture Member's Name_____
RFT No. and title: _____
Page _____of _____pages

	Annual turnover data (construction only)
Year	**Amount (LKR)**
[indicate year]	*[insert amount]*
Average Annual Construction Turnover *	

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Tenderers should submit relevant proof documents to demonstrate construction turnover. (Contract Name, Actual start & completion dates, value of completed work)

Form FIN - 3.3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (LKR)
1.	
2.	
3.	
4.	

*Tenderers should submit the relevant proof documents

Form EXP - 4.1: General Construction Experience

Tenderer's Name: _____
Date: _____
Joint Venture Member's Name_____
RFT No. and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address:	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Tenderers shall submit relevant proof documents certified by the relevant Employer / Engineer

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Tenderer's Name: _____
Date: _____
Joint Venture Member's Name_____
RFT No. and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Actual Start & Completion dates				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			LKR*	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address: Telephone/fax number E-mail:				

Tenderers should submit relevant proof documents, certified by the relevant Employer / Engineer, to demonstrate that he has completed the above works.

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Tenderers should submit relevant proof documents certified by the relevant Employer / Engineer

Form EXP - 4.2(b): Construction Experience in Key Activities

Tenderer's Name: _____
Date: _____
Joint Venture Member's Name_____
Subcontractor's Name[2] (as per ITT 34.2 and 34.3): _____

RFT No. and title: _____
Page _____of _____pages

Subcontractor's Name (as per ITT 34.2 and 34.3): _____
All subcontractors for key activities must complete the information in this form as per ITT 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			US$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

[2] If applicable.

Employer's Name:	
Address: Telephone/fax number E-mail:	

	Information
Employer's Name:	
Address: Telephone/fax number E-mail:	

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two

3. ……

Tenderer has to demonstrate the experience in key activities (per year values) given in clause 4.2 (b) in Eligibility and Qualification criteria by clearly showing that the tenderer has completed requirement with necessary Supportive documents for the stated projects. (certified quantities, LOAs, Completion certificates etc.);

Section V - Eligible Countries – Not Applicable

Section VI – Prohibited Practices Policy

1. Prohibited Practices

1.1 The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

1.2 Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:

(i) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
(ii) "**collusive practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
(iii) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
(iv) "**fraudulent practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
(v) a **misuse of the Bank's 's resources** which means improper use of the Bank's resources, carried out either intentionally or through reckless disregard;
(vi) an **obstructive practice** which means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and
(vii) "**theft**" means the misappropriation of property belonging to another party.

1.3 Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers, contractors, service providers and Consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of these Instructions, as well as the

Recipient shall fully cooperate with the Bank (or a co- financier undertaking an investigation pursuant to paragraph 6.1) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

1.4 Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.

1.5 If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1):

a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:

(i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and

(ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or the implementation of the contract in question; and

b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring Tenderers, suppliers and contractors, and their sub- contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1) to inspect all accounts, records, and other documents relating to the submission of Tenders and contract performance, and to have them audited by auditors appointed by the Bank.

PART 2 – Works' Requirements- (*This Section VII is annexed in a separate folder*)

Section VII - Works' Requirements

Table of Contents

Specifications
Environmental, Social, Health, and Safety Requirements
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Supplementary Information

(This Section VII is annexed in a separate folder)

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

(d) Bank means the financing institution **named in the PCC**.

(e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

(f) Compensation Events are those defined in GCC Clause 42 hereunder.

(g) The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with GCC Sub-Clause 53.1.

(h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

(i) The Contractor is the party whose Tender to carry out the Works has been accepted by the Employer.

(j) The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.

(k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

(l) Days are calendar days; months are calendar months.

(m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(n) A Defect is any part of the Works not completed in accordance with the Contract.

(o) The Defects Liability Certificate is the certificate issued by Engineer upon correction of defects by the Contractor.

(p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

(q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Engineer for the execution of the Contract.

(r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.

(s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

(v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.

(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(y) The Engineer is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

(z) PCC means Particular Conditions of Contract.

(aa) The Site is the area **defined as such in the PCC**.

(bb) Site Investigation Reports are those that were included in the Tender document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

(dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(gg) A Variation is an instruction given by the Engineer which varies the Works.

(hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Letter of Acceptance,

(c) Contractor's Tender,

(d) Particular Conditions of Contract,

(e) General Conditions of Contract, including Appendices,

(f) Specifications,

(g) Drawings,

(h) Bill of Quantities, and

(i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's Country when

(a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 Otherwise **specified in the PCC,** the Engineer may delegate any of his duties and responsibilities to other people, except to the

Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Engineer, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Tender, to carry out the Works or other personnel and equipment approved by the Engineer. The Engineer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Tender.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 If the Employer, Engineer or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

17. Approval by the Engineer

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before this use.

18. Safety and Protection of the Environment

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors'

and subconsultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).]

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC,** together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC.**

25. Prohibited Practices

25.1 The Bank requires compliance with the Bank's Prohibited Practices Policy and its prevailing sanctions policies and procedures as set forth in the Interim Operational Directive on Procurement Instructions for Recipients, as set forth in Appendix A to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Tender process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26.

26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Engineer.

26.4 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised

Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Engineer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Engineer

29.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may

adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. Quality Control

32. Identifying Defects

32.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. 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.

33. Tests

33.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

34.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 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.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price[1]

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price[2]

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Engineer shall adjust the rate to allow for the change. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

37.2 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

38.1 All Variations shall be included in updated Programs[3] produced by the Contractor.

38.2 The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.

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[1] In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:
36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

[2] In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:
37.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

[3] In lump sum contracts, add "and Activity Schedules" after "Programs."

38.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerate the contract completion period; or

(b) reduce the Contract Price or the life cycle costs to the Employer; or

(c) improve the quality, efficiency, safety or sustainability of the Facilities; or

(d) yield any other benefits to the Employer,

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Program,[4] is updated, the Contractor shall provide the Engineer with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Engineer.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.[5]

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment.

[4] In lump sum contracts, add "or Activity Schedule" after "Program."

[5] In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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 prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Engineer unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Engineer unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on the Engineer's own forecast. The Engineer shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Engineer.

43. Tax

43.1 The Engineer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currencies

44.1 Where payments are made in currencies other than the currency of the Employer's Country **specified in the PCC,** the exchange

rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Tender.

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c \ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients[6] **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Tender opening for inputs payable; both in the specific currency "c."

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Engineer, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before

[6] The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Engineer shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done,

Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Tender shall be used only when the Project Engineer has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be verified and signed by the Engineer within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion

53.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

54.1 The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If

it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1**,** or they do not receive the Engineer's approval, the Engineer shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;

(b) the Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 84 days of the date of the Engineer's certificate;

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

(h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph

2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed under GCC Sub-Clause 56.2 above, the Engineer shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

61. Suspension of Bank Loan or Credit

61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.

(b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A
TO GENERAL CONDITIONS
Prohibited Practices

1. Purpose

1.1 The Bank's Prohibited Practices Policy and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Prohibited Practices

2.1 The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

2.2 Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:

(i) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
(ii) "**collusive practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
(iii) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
(iv) "**fraudulent practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
(v) a **misuse of the Bank's 's resources** which means improper use of the Bank's resources, carried out either intentionally or through reckless disregard;
(vi) an **obstructive practice** which means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and
(vii) "**theft**" means the misappropriation of property belonging to another party.

2.3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers,

contractors, service providers and Consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of these Instructions, as well as the Recipient shall fully cooperate with the Bank (or a co- financier undertaking an investigation pursuant to paragraph 6.1) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.
Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.

2.4 If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1):

a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:

   (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and

   (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or the implementation of the contract in question; and

b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring Tenderers, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1) to inspect all accounts, records, and other documents relating to the submission of Tenders and contract performance, and to have them audited by auditors appointed by the Bank.

APPENDIX B
TO GENERAL CONDITIONS

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

Metrics for regular reporting:

a) environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;

b) health and safety incidents, accidents, fatalities and all injuries that require treatment;

c) interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);

d) status of all permits and agreements:

   i. work permits: number required, number received, actions taken for those not received;

   ii. status of permits and consents:

   iii. list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);

   - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
   - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
   - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*

e) health and safety supervision:

   i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;

   ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f) worker accommodations:

   i. number of expats housed in accommodations, number of locals;

ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;

iii. actions taken to recommend/require improved conditions, or to improve conditions.

g) HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

h) gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);

i) training:

i. number of new workers, number receiving induction training, dates of induction training;

ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;

iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.

iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

j) environmental and social supervision:

i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

k) *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data

resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

i. Worker grievances;

ii. Community grievances

l) Traffic and vehicles/equipment:

i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m) Environmental mitigations and issues (what has been done):

i. dust: number of working bowsers, number of watering/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;

ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;

iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;

vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

vii. details of tree plantings and other mitigations required undertaken in the reporting period;

viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n) compliance:

i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

iii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section IX - Particular Conditions of Contract

<table>
<tr><th colspan="2">A. General</th></tr>
<tr><td>GCC 1.1 (d)</td><td>The financing institution is: Asian Infrastructure Investment Bank (AIIB)</td></tr>
<tr><td>GCC 1.1 (r)</td><td>The Employer is: Secretary, Ministry of Defence, represented by the Project Management Unit (PMU) of the Reduction of Landslide Vulnerability Mitigation Measures Project (RLVMMP)

Employer's Representative is: Project Director, Project Management Unit, Reduction of Landslide Vulnerability Mitigation Measures Project (RLVMMP), National Building Research Institute (NBRI), 99/1, Jawatta Road, Colombo 05.</td></tr>
<tr><td>GCC 1.1 (v)</td><td>The Intended Completion Date for the whole of the Works shall be 150 Days from the start date</td></tr>
<tr><td>GCC 1.1 (y)</td><td>The Engineer is: Director General- National Building Research Institute (NBRI), No 99/1, Jawatta Road, Colombo 05

Engineer's Representative: To Be nominated</td></tr>
<tr><td>GCC 1.1 (aa)</td><td>The Sites are located in Matale District:
Locations of above sites are given in following layout drawings:
Drawing Numbers:
<table>
<tr><th>Item</th><th>Site No.</th><th>Mitigation Locations</th><th>Drawing No.</th></tr>
<tr><td>01</td><td>254</td><td><u>Mitigation Design for Failure Locations along Main Line Due to 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela)</u>

FROM WATTEGAMA-TO UKUWELA) MILEAGE 13M - 48CH

FROM WATTEGAMA-TO UKUWELA) DRAINAGE IMPROVEMENT (13M 00CH-14M 15CH)</td><td>Refer Annex -A</td></tr>
</table></td></tr>
<tr><td>GCC 1.1 (dd)</td><td>The Start Date shall be within 14 days of possession of site</td></tr>
<tr><td>GCC 1.1 (hh)</td><td>The Works consist of earthworks, soil nailing, construction of horizontal drains, surface drains, retaining walls, planting/seeding/turfing, etc.</td></tr>
</table>

GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health, and safety.
GCC 2.2	Sectional Completions are: *N*ot *Applicable*
GCC 2.3(i)	The following documents also form part of the Contract: *[list the following and any other relevant documents]* (i) the ESHS Management Strategies and Implementation Plans; and (ii) Code of Conduct (ESHS). (iii) Rate Analysis for all BOQ items / Items furnished as per ITB 11.1 (b)
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of the Democratic Socialist Republic of Sri Lanka.
GCC 5.1	The Engineer *may* delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: Contractor shall cooperate and share the Site with public authorities, utilities, and the Employer when necessity arises.
GCC 9.1	**Key Personnel** GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Tender, to carry out the Works or other personnel and equipment approved by the Engineer. The Engineer shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Tender.

Position/specialization (fulltime engagement)	**No. of persons**
Project Manager / Contractor's representative	1
Geotechnical Engineer	1
Site Engineers	1
Technical Officer	2
Surveyor	1
QA/QC Engineer	1
Quantity Surveyor	1
Environmental & Social Officer	1
Health & Safety Officer	1

	Qualification and Experience shall be in accordance with item 4-Key Personal of Section III of this Tender document. *Provisions under **Clause 20** of **A. Preamble to Bill of Quantities** shall apply* *The Workers are not allowed to perform any duty related to Contract or Construction Works, without onsite presence and Supervision of both of Site Engineer and the Technical Officer, or any one of them.*
GCC 9.2	**Code of Conduct (ESHS)** The following is inserted at the end of GCC 9.2: "The reasons to remove a person include behaviour which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence (GBV), sexual exploitation or abuse, illicit activity or crime)."
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: ***Minimum insurance Amount: 110% of the Contract Price*** ***Maximum deductibles: In respect of landslide or earth slips - 10% of Each and Every claim with the minimum of LKR 250,000.00.*** ***All other claims, 10% with the minimum of LKR 25,000.00.*** (b) For loss or damage to Equipment: ***Replacement value of the Equipment and*** ***Maximum deductibles: 10% of Each and Every Claim with the minimum of LKR 25,000.00.*** (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[insert amounts]*. ***Minimum insurance Amount: LKR 1.0 million*** ***Maximum deductibles: 10% of Each Claim or not more than LKR 25,000.00*** (d) for personal injury or death: (i) The Contractor's workmen shall be insured in compliance with the prevailing Workmen's Compensation Act of Sri Lanka. The minimum insurance cover amounts shall be as per the values stipulated under this act. (ii) Employer, Engineer, and Contractor's employees other than Contractor's workmen: minimum cover ***LKR 5,000,000 per employee*** in one event. Number of occurrences/events shall be unlimited.

	(iii) of other people not covered under (i) and (ii), above: ***LKR 5,000,000.00 per person***
GCC 14.1	Site Data are: ***Please refer to "Section– Work's requirement"***
GCC 16.2 (add new 16.2 after 16.1)	**ESHS Management Strategies and Implementation Plans** The following is inserted as a new sub-clause 16.2: The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Engineer is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Tender and agreed as part of the Contract. These **Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Action Plan (C-ESMAP)**. The selected Contractor shall submit site specific ESMAP for the Engineer's prior approval. Such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. The Site specific ESMAP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The survey of artifacts of cultural, religious or archaeological importance, and environmental elements (vegetation, water ways) including the crack survey of buildings and structures on or adjacent to the site that could potentially be affected by the works should be done before start the works. The approved site specific ESMAP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated ESMAPs shall be subjected to prior approval by the Engineer." Provisions under Clause 19 of A. Preamble to Bill of Quantities shall apply
18.3	Add a new clause below 18.2 to deal with ESHS Non-compliances The Employer is entitled to hold 10% of any or all of the Interim Payment application for Noncompliance, in either or all Environment, Social, Health and Safety measures, as per Contract, and release the said amount once the Contractor rectify/comply with such nonconformities, which is accepted by the Engineer but less the payment for attending to ESHS activities for such period.

GCC 20.1	The Site Possession Date(s) shall be: *within 14 days of receipt of Letter of Acceptance by the Contractor.*
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: The Adjudicator shall be appointed by the Construction Industry Development Authority (CIDA) at the request of either the Employer or the Contractor.
GCC 24.3	Fee and types of reimbursable expenses to be paid to the Adjudicator: The proposed Adjudicator's fee together with reimbursable expenses shall be discussed and agreed between the Employer and Contractor at the time of appointment of the Adjudicator.
GCC 24.4	Institution whose arbitration procedures shall be used: **For local Contractor:** A dispute with a Local Contractor shall be finally settled as follows: The procedure outlined in Arbitration Act No 11 of 1995 – Sri Lanka shall apply. **For International Contractor:** In case of dispute with an International Contractor, the dispute shall be finally settled in accordance with the provisions of: UNCITRAL Arbitration Rules For the purpose of this Sub-clause, the term "International Contractor" means a Contractor who has no registered office in Sri Lanka. The arbitration shall be conducted in the English language. The decision of the majority of arbitrators shall be final and binding upon both parties. The Expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. However, the fees and expenses paid to the presiding Arbitrators shall be equally borne by both, the Employer and Contractor.
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within *14* days from the date of the Letter of Acceptance.
GCC 26.2	**ESHS Reporting** Inserted at the end of GCC 26.2:

	Monthly progress reports on implementation of Environmental and Social Management Plan (ESMP) The report should contain the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Engineer of incidents in the following categories. Full details of such incidents shall be provided to the Engineer within the timeframe agreed with the Engineer. (b) confirmed or likely violation of any law or international agreement; (c) any fatality or serious (lost time) injury; (d) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (e) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (f) any allegation of gender-based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.
GCC 26.3	The period between Program updates is 90 days. The amount to be withheld for late submission of an updated Program is 2% of the subsequent monthly bill of the contractor.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 365 days
D. Cost Control	
GCC 38.2	At the end of 38.2, add after the first sentence: "The Contractor shall also provide information on any ESHS risks and impacts of the Variation."
GCC 38.7	If the value engineering proposal is approved by the Employer, the amount to be paid to the Contractor shall be 20 % *of* the reduction in the Contract Price.

GCC 38.7	In the first paragraph, insert a new sub-paragraph (d): "(d) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;"
GCC 40	Add new GCC 40.7: 40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any ESHS obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review site specific ESMAP (SS-ESMAP) and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the SS-ESMAP e.g., failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ESHS report/s (as described in Appendix B), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s). (vii) Provisions under Clause 19 of A. Preamble to Bill of Quantities shall apply to all of the above non-conformities.
GCC 41.1	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 prevailing rate of

	interest of 1% over the monthly Average Weighted Prime Lending Rate (AWPR) published by the Central Bank of Sri Lanka.
GCC 44.1	The currency of the Employer's Country is: Sri Lankan Rupees (LKR)
GCC 45.1/45.2	The Clause 45 shall be fully replaced with the following: - The amounts computed from the formula, given under this sub-clause, in respect of the rise or fall, in the cost of labour, materials, plants and inputs to the works, shall be added to or deducted from the payment to the Contractor.: - a. The adjustment to the Payment Certificates in respect of changes in Cost and legislation shall be determined from the following formula only : $F = \frac{0.966}{100}(V - Vna) \sum_{\text{all inputs}} Px \frac{(1xc - 1xb)}{1xb}$ Where: F = Price adjustment for the period concerned V = Current valuation of work done for the period. Vna = Value of non-adjustable element or value of work not considered for price variation. Px = Input percentage of input named X. 1xc = Current indices of input X. 1xb = Base indices of input X. No other adjustment of the Contract price on account of fluctuations of inputs shall be made, notwithstanding the fact that the Contractor has to pay additional amount under any other special circumstances. (b) The "input percentage" means the percentage proportionate contribution of any input in terms of cost of the construction based on the prices prevailing in the month, one month prior to the month on which the last date for submission of the bids falls. (c) The "non-adjustable elements" means, (i) Preliminaries (ii) Variations carried out by the Contractor on Instructions of the Engineer under Clause 38 (Variation Procedure) and are valued by basing on new rates. (iii) Works done under dayworks rates, Lump Sums and provisional sum items. (d) The "Current Valuation" means the certified gross value of work executed under the current valuation period and includes the 80% of invoiced value of

materials the Contractor has delivered to site but those were not consumed for the physical work done.

(e) The "indices" means the monthly indices published by the Construction Industry development authority (CIDA) on different inputs.

(f) For the purpose of determining the applicable indices, the month is defined as the time period between the first and the last day of any month.

(g) The "base indices" means the indices on the inputs, prevailing on the month, one month prior to the month on which the last date for submission of bids falls.

(h) In the case of the first monthly statement, the current indices shall be taken as the indices prevailing on the month where the commencement date falls. For any other monthly statement or for the statement at the Completion, the current indices shall be taken as the indices prevailing on the month where the first date of the respective valuation period falls.

(i) If the Contractor fails to complete the works within the time for completion prescribed under Clause 16 (The Works to be Completed by the intended Completion Date) the price adjustment for the work performed after due Completion date as described above shall be made using the current indices prevailed at the due date for Completion.

(j)The weightings for each of the Inputs of cost given in this Clause shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38.

INPUT PERCENTAGES

Input Name	Input code	%
Rubble	M6	38.07%
Heavy equipment	P2	11.53%
Fuel	P3	8.04%
Unskilled labour	L3	7.75%
Gabion box	M53	4.50%
Skilled labour	L1	4.20%
Aggregate base course (ABC)	M48	3.92%
Reinforcement steel	M13	2.66%
Geo-textile	M54	2.02%
Cement	M4	1.88%
Semi-skilled labour	L2	1.65%
Formwork timber	M21	1.26%
Metal (aggregate)	M7	0.92%
Small equipment	P1	0.85%
Sand	M8	0.75%
Total		**90.00%**

GCC 46.1	The proportion of payments retained is: 10% of the certified work done. The limit of the retention shall be 5% of the Initial Contract Price.
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% of *final Contract Price* per day. The maximum amount of liquidated damages for the whole of the Works is *5%* of the final Contract Price.
GCC 48.1	Not applicable.
GCC 49.1	The Advance Payments shall be: ***20 %*** of the initial Contract Price, excluding Provisional Sums, Contingencies, and Dayworks, shall be paid to the Contractor in two instalments as detailed below. :- **Instalment I:** 1st instalment of 10% shall be paid to the Contractor within 14 days after signing the Contract Agreement and acceptance of the Advance Payment Guarantee, Performance Security, Environmental, Social, Safety and Health (ESHS) Performance Security. **Instalment II:** 2nd instalment of 10% shall be paid to the Contractor within 28 days after the Contractor's site mobilization and submission of an acceptable Cash Flow Estimate, Work Program, Construction Methodology, resource analysis, and confirmation of deployment of a satisfactory number of the Contractor's Key staff, with an acceptance of the Advance Payment Guarantee. The advanced payment shall be recovered by deducting, proportionate amounts from the payments due to the contractor, following the total certified value of the Works. The advance payment shall have been repaid in full when the total certified value of work reaches 90% of the initial contract price.
GCC 50.1	An Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer. "GCC 50.1 is replaced with the following The Performance Security and an Environmental, Social, Health and Safety (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC (for GCC 50.1). The Performance Security shall be issued by a commercial bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ESHS Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. Both types of those Performance Securities shall be valid 28 days beyond the probable

	date of the issue of the Defects Liability certificate or from the scheduled last day of the Defects Liability period."
GCC 50.1	*a)* The Performance Security amount is 10 % of the accepted Contract Price in LKR against an unconditional on demand Bank Guarantee, or a Bank Draft, or a Bankers Cheque from a commercial Bank situated in Sri Lanka and registered with the Central Bank of Sri Lanka. A Bank Guarantee shall be as per the format provided in Section X – Contract Forms. *(c)* Environmental, Social, Safety and Health (ESHS) Performance Security - Bank Guarantee: in the amount(s) of 3 % of the Accepted Contract Amount and the same currency(ies) of the Accepted Contract Amount]

E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals and "as built" are required is prior to the request to issue a Certificate of Completion of the Works pursuant to GCC53.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is **2% of the Contract Sum**
GCC 57.2 (g)	The maximum number of days is: 100
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is *20% of the value of the Work not completed.*

The following Particular Conditions shall supplement the General Conditions (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

8.2 Utilities	**Add the following new Sub-Clause, after Sub-Clause 8.1** The Contractor shall be fully responsible for the management, coordination, and execution of all activities associated with the survey, recording, relocation, removal, and protection of public utilities, including: i) Leasing with utility authorities, the Employer, the Engineer, landowners and any other party concerned.

	ii) The performance of the relocation, removal, or protection work. At the discretion of the public utility concerned, part or parts of this work may be performed by themselves. iii) After seeking approval of the Employer for any amounts payable to public utility authorities. Making payment to public utility authorities for such amounts payable for work performed or to be performed by them. It is expressly understood and agreed that the Contractor has made full allowance in his Tender for all risk and consequences of delay, inconvenience, cost, or damage associated with the above.
GCC 31.1	Last sentence of Clause 31.1: "The estimate shall be provided by the Contractor as soon as reasonably possible." shall be replaced with the following sentence. "The estimate shall be provided by the Contractor as soon as reasonably possible but not later than 28 days after the Contractor becomes aware, or should have become aware of the event or circumstance."
38.8 Provisional Sums	**Add the following new Sub-Clause, after Sub-Clause 38.7** Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies, or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct: (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 38.1-6 [Variation Procedure]; and/or (b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 7 [Subcontracting]) or otherwise; and for which there shall be included in the Contract Price: (i) the actual amounts paid (or due to be paid) by the Contractor, and The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers, and accounts or receipts in substantiation.
27 Extension of the Intended Completion Date.	**Add new clause 27.3, after sub clause 27.2** "The Contractor shall be entitled, subject to an extension of the Time for Completion without claim for overhead and profit if Works and Sections are delayed by exceptionally adverse climatic conditions"

	"exceptionally adverse climatic condition" shall be exclusively where; (i) On any single day, the rainfall measured at the nearest meteorological station exceeds the 95 percentile value of the daily rainfall for that calendar month for that station, as calculated using the last 48 calendar months of that station's rainfall records or, in the case where the station's rainfall records do not extend back as far as 48 months, then that station's available records, and (ii) Work is in progress/planned that day in that station's zone of influence.
40. Payment Certificates	**Add the following below what is stated under GCC 40.1, but above 40:2** **40.1.1.** The Minimum Amount of Monthly Interim Payment Application (IPA) by the Contractor shall be 06 % percent of the Accepted Contract Amount.
	Replace clause 40.5 with the following The Contractor shall submit a Monthly Payment Application (IPA) before the 10th day of the subsequent month to the Engineer, which complies with Sub-Clause 40.1.1 in the PCC. The Contractor's monthly statement shall include the value of work executed, valuation of Variations, Compensation Events, and 80% of the value of the Material brought to the site for the permanent works, but not incorporated in such works. Provisions under Clauses 19 and 20 of A. Preamble to Bill of Quantities shall be applicable for each payment.
57. Termination	**Add the following new Sub-Clause, after Sub-Clause 57.2 (h)** **(a)** If the Actual Progress of the contractor at any given time, is behind the original program by the maximum number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC.
58. Payment upon Termination	**Add the following new Sub-Clause, after Sub-Clause 58.2 as sub clause 58.3** If the Contract is terminated by the Employer under the following exceptional event or circumstance, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the

	Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate. (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party.

Section X - Contract Forms

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Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.*]

[*Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form*]

For the attention of Tenderer'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 Tenderers. The Notification must be sent to all Tenderers 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]*
Country: *[insert country where RFT is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFT No: *[insert RFT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) 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 Tender, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Tenderer

Name:	[*insert name of successful Tenderer*]
Address:	[*insert address of the successful Tenderer*]
Contract price:	[*insert contract price of the successful Tender*]

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

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]

3. **Reason/s why your Tender was unsuccessful**

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

4. **How to request a debriefing**

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, 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 the 3 Business Days deadline, we will provide the debriefing within five (5) Business 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) Business 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 fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Tenderer, 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 Interim Operational Directive on Procurement Instructions for Recipients (Annex IV). 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 Tenderer who submitted a Tender in this Tender 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 (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business 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: _____

Letter of Acceptance

[on letterhead paper of the Employer***]***

. . . . . ***[date]***. . . . . .

To: . . . . . ***[name and address of the Contractor]*** . . . . . .

Subject: . . . . . ***[Notification of Award Contract No]***. . . . . .

This is to notify you that your Tender dated . . . . ***[insert date]*** . . . . for execution of the . . . . . ***[insert name of the contract and identification number, as given in the PCC]*** . . . . . for the Accepted Contract Amount of . . . . . ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security and an Environmental, Social, Health and Safety Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form and the ESHS Performance Security Form document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . ., ..., between . . . . . ***[name of the*** Employer***]***. . . . . (hereinafter "the Employer"), of the one part, and . . . . . ***[name of the Contractor]***. . . . .(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . ***[name of the Contract]***. . . . .should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance

(b) the Letter of Tender

(c) the addenda Nos _____(if any)

(d) the Particular Conditions

(e) the General Conditions of Contract, including appendix;

(f) the Specification

(g) the Drawings

(h) Bill of Quantities; and

(i) any other document **listed in the PCC** as forming part of the Contract;

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . ***[name of the borrowing country]***. . . . .on the day, month and year specified above.

Signed by:	Signed by: .....
for and on behalf of the Employer	for and on behalf the Contractor
in the presence of:	in the presence of: .....
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of* Employer*]*

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of _ ***Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP).*** (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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary 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 ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____
[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Environmental, Social, Health and Safety (ESHS) Performance Security

ESHS Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of* Employer*]*

Date: _ *[Insert date of issue]*

ESHS PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of ***Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP).*** (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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and/or Safety (ESHS) obligation(s) under the Contract, without the Beneficiary 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 ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____
[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of* Employer*]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of ***Mitigation Design for Failure Locations along Main Line Due To 'Ditwah' Cyclone Line (From Wattegama-to Ukuwela) in Matale District (Site No. 254) under Package 10W of The Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP).***hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.