



DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

UNIVERSITY OF COLOMBO, SRI LANKA

**RENOVATION AND REPAIRING WORKS IN THE BLOCK 03 OF THE
BLOEMFONTEIN HOSTEL (REAR BUILDING) FACULTY OF
MEDICINE,
UNIVERSITY OF COLOMBO.**

CONTRACT NO – UOC/CWP/11/2025/47/FOM/BH3

PROCUREMENT DOCUMENT

Bid Opening on	23.06.2026
Bid Validity up to	22.09.2026
Bid Security Validity up to	20.10.2026
Bid Security Amount	Rs. 1,100,000.00
Beneficiary	Vice Chancellor

EMPLOYER

Vice Chancellor
University of Colombo
No 94, Cumarathunga Munidasa Mawatha,
Colombo 03,
Sri Lanka

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University of Colombo

INVITATION FOR BIDS (IFB)

RENOVATION AND REPAIRING WORKS IN THE BLOCK 03 OF THE BLOEMFONTEIN HOSTEL (REAR BUILDING), FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO *UOC/CWP/11/2025/47/FOM/BH3*

1. The Chairman, Department Procurement Committee, University of Colombo on behalf of the University of Colombo now invites sealed bids from eligible and qualified bidders for the **RENOVATION AND REPAIRING WORKS IN THE BLOCK 03 OF THE BLOEMFONTEIN HOSTEL (REAR BUILDING) FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO. UOC/CWP/11/2025/47/FOM/BH3** as described below and estimated to cost LKR 110 Mn. (Excl. VAT and Contingencies).

Contract Title	Non-Refundable Bid Fee per set of Bidding Document	Duration	Engineering Estimate	Amount of Bid Security
Renovation And Repairing Works In the Block 03 of the Bloemfontein Hostel (Rear Building) Faculty of Medicine, University of Colombo.	Rs. 21,500 /=-	300 Days	Rs. 110 Mn (Excl. VAT and Contingencies)	Rs. 1,100,000.00

The work includes: Demolition and building repairing works, masonry works, finishes, metal works, roofing work, plumbing works, waste, sewerage and storm water disposal works and landscaping as per the BOQ descriptions. The site is located at the Bloemfontein Hostel Faculty of Medicine, University of Colombo, No. 176, Norris Canal road, Colombo 07.(Prof.Nandadasa Kodagoda Mawatha).

2. Procurement will be conducted through the **National Competitive Bidding (NCB)** procedure.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following eligibility and qualification criteria:

CIDA Registration required	Average Annual Construction volume for the last 5 years	Financial Resources	Specific Construction Experience of similar Nature within last 5 years
C4 or above Under Building Construction	> LKR 110 Mn	> LKR 33 Mn	Satisfactory completion of at least 02 contracts of similar nature and complexity (LKR 110 Mn) over the last 10 years as a main Contractor.

Interested bidders may obtain further information from the **Works Engineer / Capital Works & Planning, University of Colombo, No.94, Cumarathunga Munidasa Mawatha, Colombo 03 (Contact No: 011 259 9761/ 011 259 9762)** and inspect the procurement documents free of charge at the **office of the Deputy Registrar, (Capital Works & Planning)** during **9.00 am to 2.30 pm** in working days.

4. A Complete set of Procurement Documents in English language may be purchased by the interested bidders on the submission of a written request to Deputy Registrar, Capital Works & Planning, University of Colombo, No.94, Cumarathunga Munidasa Mawatha, Colombo 03 from **18.05.2026** until **22.06.2026** during working hours **9.00 a.m.** to **2.30 p.m.** by producing the receipt of payment of the non-refundable tender fee as mentioned above to Account no 505170600013 to any People's Bank. Procurement Documents will only be issued to the bidders on production of the above documentary.
5. Bids shall be valid up to **22.09.2026** (91 days)
6. All bids must be accompanied by a Bid Security to the value as mentioned above (Unconditional on demand Bank Guarantee issued by any commercial bank approved by Central Bank of Sri Lanka) in favour of Vice Chancellor, University of Colombo with validity up to **20.10.2026** (119 days).
7. Signed and sealed bids shall be submitted on the forms available with the Procurement Documents. Duly completed bids, clearly marked as "Original" together with one copy marked as "Copy" and the bid security inserted in a sealed envelope or packet shall be submitted. Name of the procurement invited should be clearly marked on the top left-hand corner of the envelope. (Bid security should be submitted along with the Original procurement document).
8. Pre-bid meeting will be held at **10.00 am** on **08.06.2026** in the Meeting Room ,Faculty of Medicine, University of Colombo, No. 25, Kynsey road, Colombo 08.
9. The Bidder is advised to visit the site and familiarize themselves with the site conditions, access, and all relevant factors that may affect the execution of the works.

10. The Bidder shall attach the duly completed and signed site visit record with the procurement document as proof of the site inspection.
11. Sealed bids may be sent either by registered post to the address given below or be deposited in the tender box at the office of Capital Works & Planning, College House on or before **23.06.2026 at 14.30 hrs.** No bids will be accepted after closing of bids.
12. Bids will be opened immediately after the closing of bids at Board Room, College House, No 94, Cumarathunga Munidasa Mawatha, Colombo 03. Bidders or their authorized representatives are requested to be present at the opening of Bids.
13. The Chairman of the Procurement Committee reserves the right to accept any one bid or reject any or all bids without giving any reason and its decision will be final and conclusive.

CHAIRMAN,
DEPARTMENT PROCUREMENT COMMITTEE
University of Colombo
No.94, College House
Cumarathunga Munidasa Mawatha
Colombo 03

VOLUME 01

Volume 01 comprises Section 1, 3, and 5 of the Standard Bidding Document Procurement of Works Contracts, CIDA Publication No. ICTAD/SBD/02 Second Edition January 2007, including Addendum 01 issued in October 2009 published by Institute for Construction Training and Development (ICTAD), 'Savsiripaya', 123, Wijerama Mawatha, Colombo-07.

This Publication will not be issued with this Bidding Document and Bidder is advised to purchase it from CIDA (Successor to ICTAD).

DO NOT

SECTION 1

INSTRUCTIONS TO BIDDERS

**Refer CIDA Publication No. ICTAD/SBD/02(Second Edition- January 2007), addendum
01 issued in October 2009**

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EXPLANATORY MEMORANDUM

The Section 1, **Instructions to bidders (ITB)** which is a part of **STANDARD BIDDING DOCUMENT- PROCUREMENT OF WORKS, publication no. ICTAD/SBD/02 (Second Edition January 2007, addendum 01 issued in October 2009)** published by the **Construction Industry Development Authority (CIDA), ‘Savsiripaya’, 123, Wijerama Mawatha, Colombo-07.**

It is implied that the **Bidders/Contractors** are fully acquainted with the above set of documents and therefore, it will not be issued to the **Bidders/Contractors** afresh under this Tender.

However, the **Bidders/Contractors** may purchase this set of Documents if necessary, from the **Construction Industry Development Authority (CIDA), ‘Savsiripaya’, 123, Wijerama Mawatha, Colombo-07.**

Notes:

Instructions to the Bidders shall be read in conjunction with the Bidding Data under Section 2. Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risk, rights, and obligations of the parties under the Contract are included under Section 3– Conditions of Contract and Contract Data under Section 4

SECTION 3

CONDITIONS OF CONTRACT

**Refer CIDA Publication No. ICTAD/SBD/02 (Second Edition- January 2007),
addendum 01 issued in October 2009**

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EXPLANATORY MEMORANDUM

The Section 3, **Conditions of Contract** which is a part of **STANDARD BIDDING DOCUMENT- PROCUREMENT OF WORKS**, publication no. **ICTAD/SBD/02(Second Edition January 2007, including addendum 01 issued in October 2009)** published by the **Construction Industry Development Authority (CIDA), 'Savsiripaya', 123, Wijerama Mawatha, Colombo-07.**

It is implied that the **Bidders/Contractors** are fully acquainted with the above set of documents and therefore, it will not be issued to the **Bidders/Contractors** afresh under this Tender.

However, the **Bidders/Contractors** may purchase this set of Documents if necessary, from the **Construction Industry Development Authority (CIDA), 'Savsiripaya', 123, Wijerama Mawatha, Colombo-07.**

Notes:

Conditions of the Contract shall be read in conjunction with Section – 4 Contract data which shall take precedence over the Conditions of Contract.

SECTION 5

STANDARD FORMS (CONTRACT)

**Letter of Acceptance
Agreement
Performance Security
Advance Payment Security
Retention Money Guarantee**

Notes on Standard Forms:

- *Bidder shall submit the completed Form of Bid Security in compliance with the requirements of the Bidding Documents.*
- *Bidder shall not complete the Form of Agreement at the time of preparation of Bids.*
- *The successful Bidder will be required to sign the Form of Agreement, after Award of Contract.*
- *Any corrections or modifications to the accepted Bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the Bidding Documents should be incorporated into the Agreement.*
- *The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the Bidder at the time of submission of Bids.*
- *The successful Bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.*

Notes on Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 34 of the Instructions to Bidders. This Form of Letter of Acceptance should be filled in and sent to the successful bidder only after evaluation of Bids and after obtaining approval from the relevant authority.

FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

..... *[date]*

To: *[name and address of the Contractor]*

This is to notify you that your bid dated *[insert date]* for the construction and remedying defects of the *[name of the Contract and identification number]* for the Contract price of *--[name of currency]-----[amount in figures and words]* as corrected in accordance with Instructions to Bidders and/ or modified by a Memorandum of Understanding, is hereby accepted.

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

The Commencement Date shall be: *(fill the date as per Clause 8.1 of Conditions of Contract).*

The amount of Performance Security is : *(fill the amount as per Clause 4.2 of Conditions of Contract).*

The Performance Security shall be submitted on or before *(fill the date as per Clause 4.2 of Conditions of Contract).*

Authorized Signature :

Name and title of Signatory :

FORM OF AGREEMENT

This Agreement made the [day] of [month] 200..... [year], between [name and address of Employer] (hereinafter called and referred to as “the Employer”), of the one part, and [name and address of Contractor] (hereinafter called and referred to as “the Contractor”), of the other part:

Whereas the Employer desires that the Contractor execute [name and identification no of Contract] (hereinafter called and referred to as “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

The Employer and the Contractor agree as follows::

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete the Works and remedy any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

.....

.....

Authorised signature of Contractor

Authorised signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of
Witnesses :

Name and NIC No.
Designation
Signature
Address

Name and NIC No.
Signature
Address

**FORM OF PERFORMANCE SECURITY
(Unconditional)**

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

Beneficiary: ----- *[Name and Address of Employer]*

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[reference number of the Contract]* dated ----- with you, for the ----- *[insert "construction"]* of *[name of Contract and brief description of Works]* (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the day of, 20.. *[insert date, 28 days beyond the Time for Completion]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary: ----- [Name and Address of Employer]

Date: -----

ADVANCE PAYMENT GUARANTEE No.: -----

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- construction of [name of contract and brief description] (hereinafter called "the Contract").

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

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

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

This guarantee shall expire on [Insert the date, 28 days beyond the Time of Completion]

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

[signature(s)]

FORM OF RETENTION MONEY GUARANTEE

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

Beneficiary: ----- *[Name and Address of Employer]* -----

Date: -----

RETENTION MONEY GUARANTEE No.: -----

We have been informed that ----- *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[reference number of the contract]* dated ----- with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the works have being taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

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

This guarantee shall expire, at the latest, ----- *[insert 28 Days after the end of the Defects Liability Period]*. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

VOLUME 2

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SECTION 2

BIDDING DATA

**Refer CIDA Publication No. ICTAD/SBD/02 (Second Edition- January 2007),
addendum 01 issued in October 2009**

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Bidding Data

Instructions to Bidders Clause Reference	Entry
1.1	<p><i>Employer's Name and Address</i></p> <p>Name : Vice Chancellor, University of Colombo Address: No 94, College House, Cumarathunga Munidasa Mawatha, Colombo 03, Sri Lanka.</p> <p><i>Engineer is</i></p> <p>Name: Works Engineer, Capital Works and Planning, University of Colombo Address: No.94, College House, Cumarathunga Munidasa Mawatha, Colombo 03</p>
1.1	<p><i>Scope of Works</i></p> <p><i>The works consists of</i> Demolition and building repairing works, masonry works, finishes, metal works, roofing work, plumbing works, waste, sewerage & storm water disposal works and landscaping as per the BOQ descriptions.</p> <p>The site is located at the Bloemfontein Hostel, Faculty of Medicine, College House, No. 176, Norris Canal road, Colombo 07.(Prof.Nandadasa Kodagoda Mawatha).</p>
1.2	<p><i>Time for Completion</i></p> <p>The Time for Completion for the whole of works shall be 300 Days (10 months) from the date of commencement of the work.</p>
2.1	<p><i>Source of funds</i></p> <p>The source of funds is Generated Fund</p>
4.1	<p>Qualification Information</p> <p>The following information shall be provided with the BID in Section 9 – Schedules with the copies of original documents:</p> <ul style="list-style-type: none"> • Attach legal status (Sole proprietor, Partnership, Company etc. - <i>shall be submitted the business registration, Form 1, 15 & 20</i>) • Attach authentication for signatory (written Power of Attorney/ • ICTAD registration Registration number Grade

	<p>Specialty</p> <p>Expiry date</p> <ul style="list-style-type: none"> • VAT registration number..... • Non Collusion declaration • Attach construction program • Total monetary value of construction work performed for each of the last five years • Experience in works of a similar nature and size for each of the last ten years • Construction equipment • Staffing • Attach Work plan and method statement (2-3 page summary for the project understanding);
4.1 (c)	The audited financial statements acceptable to the Employer, for the last five (5) years up to 2025 or latest year shall be submitted to demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. As a minimum, a Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.
4.2 (a)	ICTAD registration required (Eligibility) Valid registration at the time of submission of bids and at the awarding of contracts is required under C4 or above under the Building Constructions.
4.2 (b)	Average annual volume of construction work performed in last 5 years Average annual volume of construction work performed in last five years shall be at least Rs. 110Mn.
4.2 (c)	For the Main Contractor , the experience in completing at least two (02) contracts of a similar nature and complexity equivalent to the works over the last 10 years as a main Contractor (<i>to comply with this requirement works cited should be at least 70 % completed</i>). Completion certificates shall be submitted with the Bid submission.

4.2 (d)	<p>Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment shall be;</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Type</td> <td style="text-align: center;">Capacity</td> </tr> <tr> <td>1. Concrete mixer</td> <td>280-345 ltrs</td> </tr> <tr> <td>2. Electric Hoisting equipment</td> <td></td> </tr> <tr> <td>3. Tipper</td> <td>3 cube</td> </tr> </table>	Type	Capacity	1. Concrete mixer	280-345 ltrs	2. Electric Hoisting equipment		3. Tipper	3 cube								
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1. Concrete mixer	280-345 ltrs																
2. Electric Hoisting equipment																	
3. Tipper	3 cube																
4.2 (e)	<p>Qualifications and experience of key site management and technical personnel proposed for the contract (Proof documents such as certificates, service letters shall be submitted with the Bid submission)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 60%;">Position</th> <th style="width: 15%;">Total Work Experience (years)</th> <th style="width: 15%;">Experience In Similar Work (years)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Project Manager/ Contractor's Representative - Chartered Civil Engineer – Part Time</td> <td style="text-align: center;">15</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Site Engineer (Civil) - BSc. Civil Engineering or equivalent – Full time</td> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Technical Officer-Diploma in Civil Engineering or equivalent – Full time</td> <td style="text-align: center;">10</td> <td style="text-align: center;">8</td> </tr> </tbody> </table>	No.	Position	Total Work Experience (years)	Experience In Similar Work (years)	1	Project Manager/ Contractor's Representative - Chartered Civil Engineer – Part Time	15	8	2	Site Engineer (Civil) - BSc. Civil Engineering or equivalent – Full time	5	3	3	Technical Officer-Diploma in Civil Engineering or equivalent – Full time	10	8
No.	Position	Total Work Experience (years)	Experience In Similar Work (years)														
1	Project Manager/ Contractor's Representative - Chartered Civil Engineer – Part Time	15	8														
2	Site Engineer (Civil) - BSc. Civil Engineering or equivalent – Full time	5	3														
3	Technical Officer-Diploma in Civil Engineering or equivalent – Full time	10	8														
4.2 (f)	<p>Liquid assets and/or credit facilities required</p> <p>The minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, shall be not less than Rs. 33 M dedicated to this project.</p>																
10.1	<p>Clarification of Procurement Documents</p> <p>Employer's address for clarification of procurement documents is:</p> <p>Name of Officer: Works Engineer, Capital Works & Planning Address: University of Colombo, No.94, Cumarathunga Munidasa Mawatha, Colombo 03</p> <p>Phone: 011 259 9761/ 011 259 9762</p> <p><i>Email: office@cwpcmb.ac.lk</i></p>																

16.1	<p>Period of Bid validity :</p> <p>The Bid shall be valid up to 22.09.2026 (91 days)</p>
17.1	<p>Amount of Bid security:</p> <p>The amount of Bid Security is Sri Lanka Rupees One Million One Hundred Thousand (LKR 1.100,000.00)</p>
17.2	<p>Validity of Bid Security</p> <p>The Bid Security shall be valid up to 20.10.2026 (119 days)</p>
19.1	<p><i>Pre-Bid meeting</i></p> <p>Pre-Bid meeting will be held on;</p> <p>Date: 08.06.2026 Time: 10.00 A.M Venue: Faculty of Medicine, University of Colombo, No. 25, kynsey road, Colombo 08.</p>
21.2 (a)	<p><i>Employer's Address for Bid submission</i></p> <p>Employer's address for the purpose of bid submission is: Capital Works & Planning, Collage House University of Colombo No.94, Cumarathunga Munidasa Mawatha, Colombo 03.</p>
21.2 (b)	<p>Contract name and identification number of Contract</p> <p>RENOVATION AND REPAIRING WORKS IN THE BLOCK 03 OF THE BLOEMFONTEIN HOSTEL (REAR BUILDING) FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO, Contract No. UOC/CWP/11/2025/47/FOM/BH3</p>
22.1	<p><i>Deadline for submission of Bids</i></p> <p>Deadline for submission of Bids. 2.30 pm on 22.06.2026</p>
25.1	<p><i>Bid opening</i></p> <p>Venue, time, and date of bid opening.</p> <p>Board Room, Collage House</p>

	<p>University of Colombo No.94, Cumarathunga Munidasa Mawatha, Colombo 03. Date: 23.06.2026 Time:14.30hrs</p>
32	<p><i>If the Procurement is within the authority limit of a DPC:</i></p> <p>After evaluation of Bids in accordance with the procedures described under Clauses 28, 29, 30 and 31, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Secretary to the Procurement Appeal board at the address given below. Such representation shall be self-contained to enable the Secretary to arrive at a conclusion and a cash deposit to amount given below shall be made. The Employer may request the bidder who had made representation to submit further evidence during the investigation of such representation. The cash deposit will be forfeited unless the Employer has changed the original contract award decision in favour of the bidder who has made such a representation.</p> <p>Address : Secretary, Department Procurement Appeal Committee (DPAC), Faculty of Medicine, University of Colombo, No. 176, Norris Canal Road, Colombo 7.(Prof.Nanndadasa Kodagoda Mawatha).</p> <p>Cash Deposit : Rupees 10,000/=(Non refundable)</p>
35.1	<p>Amount of Performance Security</p> <p>The Standard Form of Performance Security acceptable to the Employer shall be a Guarantee from an Agency accepted and stated in the Procurement Guidelines.</p> <p>The amount of Performance Security is 5% of the Initial Contract Price. The Performance Security Shall be valid until 28 days beyond the completion date</p>
37	<p>The adjudicator proposed is - Construction Industry Development Authority ‘Savsiripaya’, 123, WijeramaMawatha, Colombo-07</p> <p>Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared equally by the Contractor and the Employer.</p>

SECTION 4

CONTRACT DATA

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

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Conditions of Contract Clause Number/s		
1.1.2.2 & 1.3	Employer's name and address	Name: Vice Chancellor, University of Colombo Address: No 94, Cumarathunga Munidasa Mawatha, Colombo 03, Sri Lanka
1.3	Contractor's name and address	Name: Address:
1.1.2.4 & 1.3	Engineer's name and address	Name: Works Engineer Address: Capital Works and Planning, University of Colombo
1.1.2.9		Replace existing Clause 1.1.2.9 with following: "Dispute Adjudication Board" (DAB) means three persons appointed under Sub-Clause 19.2 [Appointment of the Dispute Adjudication Board] or Sub-Clause 19.3 [Failure to Agree on the Composition of the Dispute Adjudication Board] of the Conditions of Contract.
1.1. 3.3	Time for Completion of the Works	Time for Completion is 300 Days (10 months) from the commencement date.
1.1.3.7	Defects Notification Period	Defects Notification Period is 365 Days
2. 1	Right to access to the Site	14 Days after Letter of Acceptance
3.1	Engineer's Duties and Authority	The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions: (a) Clause 13, where the final effect of the variations increase the Contract Price

4.2	Amount of Performance Security	5 % of the Initial Contract Price, in the currencies and proportions in which the Contract Price is payable. Validity period:.....
4.4	Subcontractors	Sub-contractors shall not be permitted to carry out the main construction activities. If the Main Contractor engages a Sub-contractor for any of work, such engagement shall be subject to the prior written approval of the Employer.
8.7	Liquidated damages for the Works	0.05 % of the Initial Contract Price per Day.
8.7	Maximum amount of liquidated damages	10 % of the Initial Contract Price
13.7	Weightings of Inputs	The Contractor shall submit the percentage breakdown of major input components, verified and confirmed by the Engineer, prior to the execution of payment. Non-adjustable element shall be: BOQ Item Numbers : Bill 1 – Preliminaries, Bill 8 – Provisional Sums
14.2	Total Advance Payment	20 % of the Initial Contract Price excluding provisional sums and contingencies
14.3(c)	Percentage of retention	The retention from each payment shall be 10% of the certified work done
14.3(c)	Limit of Retention Money	5 % of the Initial Contract Price
14.5	Minimum amount of Interim Payment Certificates	9.0 Million Rupees

14.8	Alternative method for Payment of Retention	On reaching the limit of retention, stated in the Contract Data under Sub-Clause 14.3, the Contractor may substitute full retention money with an unconditional guarantee acceptable to the Employer to a value equal to the full retention money, and valid up to 28 Days beyond the end of Defect Notification Period. On receipt of such guarantee the Employer shall repay the full retention money. The guarantee will be released to the Contractor upon the certification of the Engineer that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
18.2	Third Party Insurance	This Amount of insurance per occurrence is: Rupees 5.0 Million

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APPENDIX TO CONTRACT DATA

A General Conditions of Dispute Adjudication Agreement

1. Definitions

Each “Dispute Adjudication Agreement” is a tripartite agreement by and between:

- (a) the “Employer”;
- (b) the “Contractor”; and
- (c) the “Member” who is defined in the Dispute Adjudication Agreement as being one of the three persons who are jointly called the “DAB” (or “Dispute Adjudication Board”) and, where this is the case, the other two persons are called the “Other Members.”

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Adjudication Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Adjudication Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members have respectively each signed a Dispute Adjudication Agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 Days notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member’s representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under

the Contract,

- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members;
- (e) comply with the annexed procedural rules and with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose

them without the prior written consent of the Employer, the Contractor and the Other Members; and

- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members.

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members:

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DAB under Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 Days notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with

his duties; and

- (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two Days travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members;
 - (ii) each working day on Site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, and faxes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause.

The retainer and daily fees shall be as specified in the Dispute Adjudication Agreement. Unless it specifies otherwise, these fees shall remain fixed for the entire duration of the Contract.

The Member shall submit invoices for payment of the monthly retainer quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the

Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DAB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.7 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Adjudication Agreement by giving 42 Days notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Adjudication Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Adjudication Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions of the DAB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions of the DAB which are rendered void or

ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled in accordance with Arbitration Act No 11, 1995 of Sri Lanka with a sole Arbitrator..

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PROCEDURAL RULES

1. Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the site at intervals of not more than 70 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DAB, the period between consecutive visits shall not be less than 35 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DAB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DAB. The purpose of site visits is to enable the DAB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DAB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish copy each to the members of the DAB all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party.
5. If any dispute is referred to the DAB in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract, the DAB shall proceed in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DAB, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute,

- (b) decide upon the DAB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures, and
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.
9. The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DAB shall make and give its decision in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision), or as otherwise agreed by the Employer and the Contractor in writing. The DAB:
- (a) shall convene in private after a hearing, in order to have discussions and prepare its decision;
 - (b) shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - (c) Member fails to attend a meeting or hearing, or to fulfill any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

DISPUTE ADJUDICATION AGREEMENT

[for each member of a three - person DAB]

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

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

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement” which is appended to the General Conditions of the “Standard Bidding Document, Procurement of Works, Major Contracts - Second Edition, January 2007” and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.

2. *[Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any*

For example:

In the procedural rules annexed to the General Conditions of Dispute Adjudication Agreement, Rule _____ is deleted and replaced by: “.....”]

- 3 In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement the Member shall be paid as follows:

A retainer fee of _____ per calendar month,
plus a daily fee of _____ per day.

- 4 In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
- 5 The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
- 6 This Dispute Adjudication Agreement shall be governed by the law of _____

SIGNED by: _____ by: _____	SIGNED by: _____ by: _____	SIGNED by: _____
for and on behalf of the employer in the presence of	for and on behalf of the Contractor in the presence of	the Member in the presence of
Witness: _____ _____	Witness: _____ _____	Witness _____ :
Name: _____ _____	Name: _____ _____	Name _____ :
Address: _____ _____	Address: _____ _____	Address _____ :
Date: _____	Date: _____	Date: _____

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SECTION 6

SPECIFICATIONS

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Standard Specifications

The works under this Contract shall be executed in accordance with the Specifications given in the following documents issued by the Construction Industry Development Authority (CIDA), "Savsiripaya", 123, Wijerama Mawatha, Colombo 07.

Publication No.	Description
SCA/4 (Vol.I)	Specifications for Building Works Sri Lanka (Vol I) First Revision, January 1988
SCA/4 (Vol.II)	Specifications for Building Works Sri Lanka, Vol. (II) July 1989
SCA/3/2	Specifications for Water Supply Sewerage and Storm Water
Drainage Works, Sri Lanka	First Edition, October 1986
CIDA/SP/102	Specifications for Irrigation and Land Drainage

It is implied that the eligible Bidders are fully acquainted with the above Documents and therefore, those will not be issued to the Bidders under this Bid.

However, the Bidders may purchase the same, if necessary, from CIDA, "Savsiripaya", 123, Wijerama Mawatha, Colombo 07.

Particular Specifications

Building Repairing Works shall be done in accordance with this Particular Specifications

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SECTION 7

FORM OF BID

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FORM OF BID

**Renovation and Repairing Works in the Block 03 of The Bloemfontein Hostel (Rear Building) Faculty of Medicine, University of Colombo.
Contract No. UOC/CWP/11/2025/47/FOM/BH3**

To: Vice Chancellor, University of Colombo, No 94, Cumarathunga Munidasa Mawatha, Colombo 03, Sri Lanka

Gentlemen:

1. Having examined the Standard Procurement Document - Procurement of Works – Major Contracts [ICTAD/SBD/02 - Second Edition, January 2007], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees (LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid until the date specified in ITB Clause 16 [insert date], and it shall remain binding upon us and may be accepted at any time before that date.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

Dated this day of.....20.....
Signature in the capacity of
duly authorized to sign bids for and on behalf of
[in block capitals or typed]

Name :
NIC :
Address:
Witness:

Non-collusion Declaration

(Relevant Reference to the Procurement Guidelines - 1.5)

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

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

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

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

.....
Signature of the Declarant

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

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

BEFORE ME,

.....
JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

SECTION 8

BILL OF QUANTITIES

- Preamble to the Bill of Quantities
- Bill of Quantities
- Day work Schedule

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PREAMBLE TO THE BILL OF QUANTITIES

01. Conditions of Contract, the Specifications and the Drawings are to be read in conjunction with the Bill of Quantities
02. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Specifications and the Bill of Quantities including all overhead charges and profit in carrying out the work as shown on the Drawings shall be deemed to be spread over and included in the prices of sums stated by the Bidder in the Bill of Quantities unless separately measured.
03. If the Bidder fails to price any items in the Bill of Quantities, then the cost of the work under such items shall be held to be spread over and included in the prices given against other items of work.
04. The quantities set out in the Bill of Quantities are provisional and cover the approximate scope of the work anticipated to be performed by the Contractor. The actual quantities used for final measurement purposes will be determined by the Engineer by measurement of the work completed by the Contractor.
05. When the trade names, brands and or catalogue numbers are referred to, sole preference to any material or equipment is not intended. Any other material or equipment may be used, provided that the characteristic of type, quality, appearance, finish, methods of construction and / or performance is superior to specified.
06. Whenever the method of measurement is not clear from the documents available, the principles as given in the Sri Lanka Standard 573, 1999 Method of Measurement of Building Works shall be applicable.
07. The selected tenderer shall comply with the arrangement of work in the buildings and be ready to work part by part as required by the Authorities of the Employer.
08. Tenderer should be pay special attention to the work to be carried out, causing minimum disturbance or hindrance to the normal functions and activities of the users of the Employer. The Bills of Quantities should therefore be priced to reflect all the factors that would affect the tender and the progress of the works.
09. Items in the Bill of Quantities marked “PROVISIONAL SUM” shall be executed if they are the subject of a written instruction from the Engineer. The rate/amount to be paid for works under Provisional Sum Items may be based on any one of the following methods or as approved by the Engineer.
 - (i) Rates as in B O Q Items where applicable.
 - (ii) Cost supported by purchase Bills from State Organizations or approved suppliers +20%
 - (iii) Amount Paid to the sub-contractors as approved by the Engineer +20%
10. Imperial units are used throughout the Bill of Quantities for measurement purposes unless otherwise indicated.

Abbreviations used in the Contact are as follows:

L.ft. - Linear Feet	ft ² - Square Feet	nr - number
Cube	Sq.r - Square	Kg -kilogram
h -hour	m -meter	Lump sum -sum

SECTION 9

SCHEDULES

- Schedule 1 - General Information
- Schedule 2 - Annual Turn-over Information
- Schedule 3 - Adequacy of Working Capital
- Schedule 4 - Construction Experience in last five years
- Schedule 5 - Major Items of Construction Equipment Proposed
- Schedule 6 - Construction Management Staff
- Schedule 7 - Time Schedule for Key Staff
- Schedule 8 - Work Programme
- Schedule 9 - Input percentages for Price Adjustment Formula
- Schedule 10 - Method Statement

-

Schedule 1 – General Information

- (i) *If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.*
- (ii) *For joint ventures, each joint venture partner shall furnish information separately.*

ITB Clause reference	Description	Information <i>(to be filled by the Bidder)</i>	Remarks
4.1 (a)	Legal Status		<i>Provide certified copies of Registration</i>
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1(a)</i>	
	If a Joint Venture, names and addresses of Joint Venture Partners	1. 2. 3.	<i>Provide a draft copy of the Joint Venture Agreement or alternatively the memorandum of understanding</i>
	If a Joint Venture, name of Lead Partner		
	<i>For joint ventures, each joint venture partner shall furnish Legal Status separately</i>		
	Name (Lead partner)		<i>Provide certified copies and label as attachment to Clause 4.1(a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 5.1</i>	

	VAT Registration Number		
	Name (Partner 2)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>	
	VAT Registration Number		
	Name (Partner 3)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>	
	VAT Registration Number		
4.2 (a)	ICTAD Registration		<i>Provide certified copies and label as attachment to Clause 4.2(a)</i>
	Registration number		
	Grade		
	Specialty		
	Expiry Date		

**Schedule 2 – Annual Turn-over Information
(Construction only – Last five years)**

- (i) *If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.*
- (ii) *For joint ventures, each joint venture partner shall furnish information separately.*

Year	Turn-over	Remarks
1		<i>Attach audited reports and label as attachment to Clause 4.2</i>
2		
3		
4		
5		

Schedule 3 – Adequacy of Working Capital

If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application

Source of credit line	Amount	Remarks
		<i>Provide documentary evidence and label as attachment to Clause 4.2</i>
Total		

Schedule 4 – Construction Experience in last ten years

- (i) *If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.*
- (ii) *For joint ventures, each joint venture partner shall furnish information separately.*

Year	Employer	Description of Works	Amount	Contractor's Responsibility (%)
		Total		

- *Provide documentary evidence and label as attachment to Clause 4.2*

Schedule 6 – Construction Management Staff

A. Key Professionals

Name	Position	Task

B. Support Staff

Name	Position	Task

Schedule 9 – Input percentages for Price Adjustment Formula

Input Name (Include major materials below the list, together with percentages for all inputs)	ICTAD Reference for Indices	Percentage <i>(percentages listed should added to 90.0)</i>
	Total	90.0

Schedule 10 – Method Statement

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SECTION 10

DRAWINGS

Attached Separately

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LIST OF DRAWINGS

NO	NAME OF THE DRAWING	DRAWING NUMBER
01		
02		
03		
04		
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SECTION 11

STANDARD FORMS (BID)

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FORM OF BID SECURITY

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

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

Beneficiary: -----
[insert (by PE) name and address of Employer]

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

BID GUARANTEE No.: ----- [insert (by issuing agency) number]
We have been informed that ----- [insert (by issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution of [insert name of Contract] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

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

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

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

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

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

CHECKLIST FOR BIDDERS

ITEM	ITB Clause	YES (tick)	REFERNCE
Form of Bid			
Addressed to the Employer ?	20		
Completed?	20		
Signed by the authorized person?	20		
Bid Security (if required)			
Addressed to the Employer?	17		
Is it according to the format?	17		
Issuing Agency as specified?	17		
Amount as requested?	17		
Validity 28 days beyond the validity of Bid?	17		
Qualification Information			
All relevant information completed?	4		
Signed ?	4		
Addendum			
Contents of the addendum (if any) taken in to account ?	11		
BID package			
All the documents given in ITB Clause 13 enclosed in the original copy?	13		
ITB Clause 21 followed before Sealing the Bid Package?	21		