THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF HIGHER EDUCATION & HIGHWAYS
ROAD DEVELOPMENT AUTHORITY

New Bridge Construction Project
over the Kelani River

Funded by
Japan International Cooperation Agency (JICA)
STEP Loan No.SL-P111

Bidding Documents

Part 1: Bidding Procedures
Part 2: Works Requirements
   Specifications (Vol. I, separate volume)
   Drawings (Vol. II, separate volume)
Part 3: Conditions of Contract and Contract Forms

For

RDA/JICA/NKB/EBS/PK-2,

Package-2: Extradosed Bridge Section

July 2016
# Table of Contents

Invitation for Bids (IFB) ................................................................. 1

**PART 1 – Bidding Procedures** ..................................................... 0
Section I. Instructions to Bidders .................................................. 0
Section II. Bid Data Sheet ............................................................ 0
Section III. Evaluation and Qualification Criteria ............................ 0
Section IV. Bidding Forms ............................................................ 0
  Letter of Technical Bid ............................................................. 1
  Letter of Price Bid ................................................................. 3
  Schedule of Adjustment Data .................................................... 3
  Bill of Quantities ................................................................. 14
  Technical Proposal .............................................................. 19
  Bidders Qualification ............................................................ 29
  Form of Bid Security ............................................................. 47
Section V. Eligible Source Countries of Japanese ODA Loans .......... 51

**PART 2 – Works Requirements** .................................................. 53
Section VI. Works Requirements ................................................ 54
  Scope of Works ................................................................. 55
  Specifications (Volume I) ....................................................... 68
  Drawings (Volume II, 1/1) ....................................................... 69
  Supplementary Information .................................................... 70

**PART 3 – Conditions of Contract and Contract Forms** ............... 71
Section VII. General Conditions (GC) .......................................... 72
Section VIII. Particular Conditions (PC) ....................................... 73
  Part A - Contract Data .......................................................... 0
  Part B - Specific Provisions ................................................... 4
Section IX. Annex to the Particular Conditions - Contract Forms .......... 0
  Letter of Acceptance ........................................................... 1
  Contract Agreement ............................................................ 2
  Performance Security ........................................................... 4
  Advance Payment Security ................................................... 6
  Retention Money Security .................................................... 8
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF HIGHER EDUCATION AND HIGHWAYS

ROAD DEVELOPMENT AUTHORITY OF SRI LANKA

New Bridge Construction Project over the Kelani River

JICA STEP Loan SL-P111

IFB No. RDA/JICA/NKB/EBS/PK-2

Package-2: Extradosed Bridge Section

International Competitive Bidding

INVITATION FOR BIDS (IFB)

1. The Government of the Democratic Socialist Republic of Sri Lanka (GOSL) has received an Official Development Assistance (ODA) Loan with “Special Terms for Economic Partnership (STEP)” from Japan International Cooperation Agency (JICA) towards the cost of New Bridge Construction Project over the Kelani River. It is intended that part of the proceeds of this loan will be applied to eligible payments under the contracts for:

   Package-1: Steel Bridge Section, and

   Package-2: Extradosed Bridge Section

Bidders have the option to bid for any one package or both packages. Above two packages shall be mutually exclusive and will be separately and independently evaluated. This IFB and ensuing documents are for Package-2 Extradosed Bridge Section.

2. Road Development Authority (RDA) now invites sealed Bids from eligible Bidders for the construction and completion of New Bridge Construction Project over the Kelani River, Package-2: Extradosed Bridge Section ("the Works").
3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, under the STEP conditions.

4. Interested eligible Bidders may obtain further information from and inspect the Bidding documents at the office of:

   Project Director,
   New Bridge Construction Project over the Kelani River,
   Road Development Authority (RDA),
   No.981/5B1, Diyawanna Place, Sri Jayawardanapura Mawatha,
   Rajagiriya, Sri Lanka,

   Tel: +94-11-2867109 or +94-11-5931901
   Fax: +94-11-2867264
   E-mail: nbcpkr@gmail.com

   from 9 am. to 4 pm. (from 18th July 2016 to 11th October 2016).

5. A complete set of Bidding Documents may be purchased by interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of Sri Lanka Rupees 25,000.

6. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Standard Bidding Documents under Japanese ODA Loans for the Procurement of Works.

7. Bids must be delivered to the address below on or before 2 p.m.in Sri Lanka time on 18th October 2016 and must be accompanied by a Bid security of Sri Lanka Rupees 250 Million.

8. Bids will be opened in the presence of Bidders’ representatives who choose to attend at 2 p.m. in Sri Lanka time, 18th October 2016 at the office of:

   The Chairman,
   Standing Cabinet Appointed Procurement Committee,
   Ministry of Higher Education and Highways,
   Procurement Division, 7th Floor, “Maganeguma Mahamedura”,
   No.216, Densil Kobbekaduwa Mawatha, Koswatta,
   Battaramulla, Sri Lanka

   Tel: +94-11-2871119,
   Fax: +94-11-2871119,
   E-mail: nbcpkr@gmail.com
PART 1 - BIDDING PROCEDURES
Two-Envelope Bidding
SECTION I. INSTRUCTIONS TO BIDDERS

Note:

The Instructions to Bidders governing this bidding process are the Standard Instructions to Bidders included in Option B: Two-Envelope Bidding, of the Standard Bidding Documents for Procurement of Works (SBD (Works)) (version 1.1) published by JICA in October 2012. Those Instructions to Bidders are available on the JICA’s web site shown below:


A copy of these Instructions to Bidders is attached to these Bidding Documents.
Table of Clauses

A. General

1. Scope of Bid
2. Source of Funds
3. Corrupt and Fraudulent Practices
4. Eligible Bidders
5. Eligible Materials, Equipment, and Services

B. Contents of Bidding Documents

6. Sections of Bidding Documents
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting
8. Amendment of Bidding Documents

C. Preparation of Bids

9. Cost of Bidding
10. Language of Bid
11. Documents Comprising the Bid
12. Letters of Bid and Schedules
13. Alternative Bids
14. Bid Prices and Discounts
15. Currencies of Bid and Payment
16. Documents Comprising the Technical Proposal
17. Documents Establishing the Qualifications of the Bidder
18. Period of Validity of Bids
19. Bid Security
20. Format and Signing of Bid

D. Submission and Opening of Bids

21. Sealing and Marking of Bids
22. Deadline for Submission of Bids
23. Late Bids
24. Withdrawal, Substitution, and Modification of Bids
25. Bid Opening

E. Evaluation and Comparison of Bids

26. Confidentiality
27. Clarification of Bids
28. Deviations, Reservations, and Omissions
29. Preliminary Examination of Technical Bids
30. Qualification of the Bidder
31. Determination of Responsiveness of Technical Bid
32. Nonmaterial Nonconformities
33. Correction of Arithmetical Errors
34. Conversion to Single Currency
35. Subcontractors
36. Evaluation of Price Bids
37. Comparison of Bids
38. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids
Section I: Instructions to Bidders

F. Award of Contract ................................................................................................................ 29
  39. Award Criteria .............................................................................................................. 29
  40. Notification of Award ................................................................................................. 29
  41. Signing of Contract ..................................................................................................... 30
  42. Performance Security ................................................................................................. 30
A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids specified in Section II, Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) process are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term “in writing” means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) “day” means calendar day

2. Source of Funds

2.1 The Borrower specified in the BDS has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement specified in the BDS, towards the cost of the project specified in the BDS. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract(s) for which these Bidding Documents are issued.

2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans specified in the BDS. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
Section I: Instructions to Bidders

3. Corrupt and Fraudulent Practices

3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

(a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and

(c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address specified in the BDS.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such
debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a single entity or any combination of such entities 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 JV, all members shall be jointly and severally liable for the execution of the 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 bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract unless the conflict has been resolved in a manner acceptable to JICA.

(a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project 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. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor’s obligations under a turnkey or design and build contract.
Section I: Instructions to Bidders

(b) A firm that has a close business relationship with the Borrower’s professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Bidding Documents for the contract, (ii) the Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.

(c) Based on the “One Bid Per Bidder” principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a Bidder or as a member of a JV. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.

(d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.

4.3 A Bidder, and all members constituting the Bidder, shall be from any of the eligible source countries as indicated in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a contract.

4.5 This bidding is open only to prequalified Bidders unless specified in the BDS.

4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic
characteristics or in purpose or utility from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist 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 ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Works Requirements

- Section VI. Works Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Annex to the Particular Conditions - Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address specified in the BDS or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder 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 Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.

7.3 The Bidder 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 Bidder, 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 BDS, the Bidder’s designated representative is invited to attend a pre-bid meeting. 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 Bidder is requested to submit any questions in writing, to reach the Employer not later than one (1) week before the Meeting.

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

8. Amendment of Bidding Documents

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<th>Subsection</th>
<th>Description</th>
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<tr>
<td>8.1</td>
<td>At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.</td>
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<tr>
<td>8.2</td>
<td>Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. If so specified in the BDS, the Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1.</td>
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<tr>
<td>8.3</td>
<td>To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.</td>
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C. Preparation of Bids

9. Cost of Bidding

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<th>Subsection</th>
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<tr>
<td>9.1</td>
<td>The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</td>
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10. Language of Bid

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<th>Subsection</th>
<th>Description</th>
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<tr>
<td>10.1</td>
<td>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.</td>
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11. Documents Comprising the Bid

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<th>Subsection</th>
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<tr>
<td>11.1</td>
<td>The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.</td>
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<tr>
<td>11.2</td>
<td>The Technical Bid shall comprise the following:</td>
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<td></td>
<td>(a) Letter of Technical Bid;</td>
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<td></td>
<td>(b) Bid Security, in accordance with ITB 19;</td>
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<tr>
<td></td>
<td>(c) alternative bids, if permissible, in accordance with ITB 13;</td>
</tr>
<tr>
<td></td>
<td>(d) written confirmation authorizing the signatory of the</td>
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</table>
Bid to commit the Bidder, in accordance with ITB 20.2;
(e) documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;
(f) Technical Proposal in accordance with ITB 16;
(g) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder’s authorized representative.
(h) Any other document required in the BDS.

11.3 The Price Bid shall comprise the following:
(a) Letter of Price Bid;
(b) completed Price Schedules, in accordance with ITB 12 and 14;
(c) alternative price bids, at Bidder’s option and if permissible, in accordance with ITB 13;
(d) Any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, Bids 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 Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12. Letters of Bid and Schedules

12.1 The Letters of Technical Bid and Price Bid and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer’s design as described in the Bidding Documents 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 lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Section VI, Works Requirements.

14. **Bid Prices and Discounts**

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder 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 Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison.

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

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.

14.5 **Unless otherwise specified in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

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

14.7 Unless otherwise provided in the BDS, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid shall be as specified in the BDS. Payment of the contract price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.

15.2 Bidders 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, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

15.3 The foreign currency requirements generally include the following:

(a) expatriate staff and labour employed directly on the Works;

(b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel - expenses;

(c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;

(d) depreciation and usage of imported Plant and Contractor’s Equipment, including spare parts, required for the Works;

(e) foreign insurance and freight charges for imported materials, Plant and Contractor’s Equipment, including spare parts; and

(f) overhead expenses, fees, profit, and financial charges arising outside the Employer’s country in connection with the Works.

16. Documents Comprising the Bid

16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including a statement of work methods,
Technical Proposal

equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 In accordance with Section III, Evaluation and Qualification Criteria, if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.2 Any change in the structure or formation of a Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be determined as follows:

(a) In the case of fixed price contracts, the Contract price shall be the Bid Price adjusted by the factor specified in the BDS.

(b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the Bid Price shall be adjusted by the factor specified in the BDS.

(c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its Technical Bid, a Bid Security in the amount and currency specified in the BDS.

19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:

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

(b) an irrevocable letter of credit;

(c) a cashier’s or certified check; or

(d) another security specified in the BDS,

from a reputable source from an eligible source country. If the unconditional guarantee is issued by a financial institution located outside the Employer’s Country, the issuing financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as nonresponsive.

19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security
pursuant to ITB 42.

19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a Performance Security in accordance with ITB 42.

19.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.4.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark them “ORIGINAL – TECHNICAL BID” and “ORIGINAL – PRICE BID”. Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the BDS 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 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.3 In case the Bidder is a JV, the Bid 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.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**D. Submission and Opening of Bids**

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original of the Technical Bid, the original of the Price Bid, each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL – PRICE BID”, “COPY – TECHNICAL BID”, “COPY – PRICE BID”, and “ALTERNATIVE”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

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

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

(c) bear the specific identification of this bidding process specified in BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer, in accordance with ITB 25.7.

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

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time specified in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as
23. Late Bids

The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – 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 ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals 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 Bids, in accordance with ITB 22.

Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.5 all Technical Bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders’ designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening in accordance with ITB 25.7.

First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the opening of Technical Bids.
25.3 Second, outer envelopes marked “Substitution” shall be opened. The inner envelopes containing Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the opening of Technical Bids.

25.4 Next, outer envelopes marked “Modification” shall be opened. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening of Technical Bids. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out:

(a) the name of the Bidder;
(b) whether there is a modification;
(c) the presence or absence of a Bid Security; and
(d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’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 Bidders.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted
substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening of Price Bids.

25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price Bids shall be opened one at a time, reading out:

(a) the name of the Bidder;

(b) whether there is a modification;

(c) the Bid Prices, including any discounts and alternative Bids; and

(d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative Bids. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’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 Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is
communicated to all Bidders in accordance with ITB 40.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder 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 in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omission

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

(a) “Deviation” is a departure from the requirements specified in the Bidding Documents;

(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29. Preliminary Examination of Technical Bids

29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Letter of Technical Bid;

(b) written confirmation of authorization to commit the Bidder;

(c) Bid Security; and

(d) Technical Proposal in accordance with ITB 16;

30. Qualification of the Bidder

30.1 The Employer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant ITB 17.

30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event if the assessment of the Bidder’s qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 30.1, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

31. Determination of Responsiveness of Technical Bid

31.1 The Employer’s determination of a Technical Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.2.

31.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents 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 Bidding Documents, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or 

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

31.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

32. Nonmaterial Nonconformities

32.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

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

32.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.

33. Correction of Arithmetical Errors

33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) 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.

33.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

35. Subcontractors

35.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).

35.2 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractor(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation and Qualification Criteria.

35.3 In case Prequalification was conducted prior to the bidding process, the Bidder’s Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly approved by the Employer in accordance with ITB 17.2.

36. Evaluation of Price Bids

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate a Price Bid, the Employer shall consider the following:

(a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in
Section I: Instructions to Bidders

accordance with ITB 33.1;

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

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3;

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

36.3 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 Bid evaluation.

36.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.

36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

37. Comparison of Bids

37.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 36.2 to determine the lowest evaluated Bid.

38. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

F. Award of Contract
39. Award Criteria

Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Notification of Award

Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (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 and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Accepted Contract Amount”). At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
(a) name of each Bidder who submitted a Bid;
(b) Bid Prices as read out at Bid Opening;
(c) name and address of the successful Bidder;
(d) name and address of supplier; and
(e) award date and amount of the contract.

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

After notification of award, unsuccessful Bidders may request in writing to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests a debriefing.

41. Signing of Contract

Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions – Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer.
Section I: Instructions to Bidders

foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
## SECTION II. BID DATA SHEET

### A. General

<table>
<thead>
<tr>
<th>ITB 1.1</th>
<th>The number of the Invitation for Bid is: RDA/JICA/NKB/EBS/PK-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.1</td>
<td>The Employer is: Road Development Authority (RDA), Sri Lanka.</td>
</tr>
<tr>
<td>ITB 1.1</td>
<td>The name, identification and number of the Package comprising this ICB is: <strong>New Bridge Construction Project over the Kelani River (Lot 4, Civil Works)</strong>, Package-2, Extradosed Bridge Section.</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The Borrower is: Government of the Democratic Socialist Republic of Sri Lanka.</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The number of the Loan Agreement is: SL-P111. The amount of a Japanese ODA Loan is: Japanese Yen 35,020 Million. The signed date of the Loan Agreement is: 28th March 2014.</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The name of the Project is: <strong>New Bridge Construction Project over the Kelani River (Lot 4, Civil Works)</strong>, Package-2, Extradosed Bridge Section.</td>
</tr>
<tr>
<td>ITB 2.2</td>
<td>The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.</td>
</tr>
<tr>
<td>ITB 3.1(c)</td>
<td>A list of debarred firms and individuals is available at the World Bank’s website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></td>
</tr>
<tr>
<td>ITB 4.5</td>
<td>This bidding is NOT subject to prequalification.</td>
</tr>
</tbody>
</table>

### B. Bidding Documents

<table>
<thead>
<tr>
<th>ITB 7.1</th>
<th>For <strong>clarification purposes</strong> only, the Employer’s address is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Director, New Bridge Construction Project over the Kelani River, Road Development Authority (RDA), No.981/5B1, Diyawanna Place, Sri Jayawardanapura Mawatha, Rajagiriya, Sri Lanka, Tel: +94-11-2867109 or +94-11-5931901 Fax: +94-11-2867264 E-mail: <a href="mailto:nbcpkr@gmail.com">nbcpkr@gmail.com</a></td>
</tr>
<tr>
<td>ITB 7.1</td>
<td>Responses to any request for clarification, if any, will not be published on the Employer’s web page.</td>
</tr>
<tr>
<td>ITB 7.4</td>
<td>A Pre-bid meeting will take place at the following date, time and place: Date: 12th August 2016 Time: 10.30 a.m.(Sri Lanka time) Place: The Auditorium, Road Development Authority, 1st Floor, “Maganeguma Mahamedura”, No.216, Densil Kobbekaduwa Mawatha, Koswatta, Battaramulla, Sri Lanka A site visit conducted by the Employer will be organized on the same day</td>
</tr>
</tbody>
</table>
after the Pre-bid meeting.

**ITB 8.2**  
Addenda, if any, will not be published on the Employer’s web page.

### C. Preparation of Bids

| **ITB 10.1** | The language of the Bid is: English. |
| **ITB 11.2 (h)** | The Bidder shall submit with its Technical Bid the following additional documents: Nil. |
| **ITB 11.3 (d)** | The Bidder shall submit with its Price Bid the following additional documents: Nil. |
| **ITB 13.1** | Alternative Bids shall not be permitted. |
| **ITB 13.2** | Alternative times for completion shall not be permitted. |
| **ITB 13.4** | Alternative technical solutions shall not be permitted. |
| **ITB 14.4** | Discount shall be percentage (%) applicable to all unit rates but not applicable to Provisional sums. Conditional discounts are not acceptable. |
| **ITB 14.5** | Please refer to Section VIII, Particular Conditions, (Part B: Specific Provisions), Sub-Clause 13.8, Adjustment for Changes in Cost. |
| **ITB 14.7** | Tax and Duties  

| **ITB 15.1** | The currency(ies) of the Bid shall be as described below:  
The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities entirely in Sri Lankan Rupees (SLR).  
Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer’s country in the Schedule of Payment Currencies included in Section IV, Bidding Forms.  
Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country and wishing to be paid accordingly may indicate max. two internationally traded foreign currencies in the Schedule of Payment Currencies included in Section IV, Bidding Forms.  
The rates of exchange to be used by the bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the deadline for submission of bids shall apply for the duration of the Contract.  
Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit
rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to inputs to the Works supplied from outside the Employer’s country, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.

Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 14.15 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor’s future needs for imported items.

| ITB 15.2 | Not Applicable. |
| ITB 18.1 | The Bid validity period shall be 182 days. |
| ITB 18.3 (a) | Sub-clause 18.3 (a) is not applicable. |
| ITB 18.3 (b) | Sub-clause 18.3 (b) is not applicable. |
| ITB 19.1 | The amount and currency of the Bid Security shall be Sri Lanka Rupees 250 (Two hundred and fifty) Million. |
| ITB 19.2 | Replace entire ITB 19.2 with the following; The Bid Security shall be an unconditional on demand bank guarantee from a reputable bank from an eligible source country. If unconditional bank guarantee is issued by a bank located outside the Employer’s country, the Guarantee shall be endorsed by a bank in Sri Lanka. To make it enforceable in Sri Lanka, the bid security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. No other format shall be permitted for any circumstances. The form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight (28) days beyond the original validity date of the Bid, or beyond any period of extension if requested under ITB 18.2. |
| ITB 20.1 | In addition to the original of the Bid, the number of copies is: Two (2) hard copies and one soft copy (Excel format by CD). The soft copy shall include only priced Bill of Quantities and will be used only for reference. If any discrepancies between the hard copy and the soft copy, the hard copy will prevail. |
| ITB 20.2 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a. If Bids are submitted by a limited liability company or a corporation: a Power of Attorney (notarized) for the signer and an official document showing the signer’s position (e.g. a list of Board of directors, CEO) in the company). b. If Bids are submitted by a Joint Venture (JV): 1) Power of Attorney (notarized) for the representatives of each JV |
member, using the company’s letter head and an official document showing the signer’s position (e.g. a list of Board of directors, CEO) in the company.

2) JV agreement or Letter of intent to form JV signed by each representative of the JV member, which shall include following:
- Name of the project and the Package,
- JV’s name and shares of each member,
- Name of a leading company and jointly and severally responsible for the works among the JV,
- A chief representative (if any) of the JV, who shall be an employee of the leading company.
- Names and signatures of each JV representative.

### D. Submission and Opening of Bids

**ITB 22.1**

For **Bid submission purposes** only, the Employer’s address is:

New Bridge Construction Project over the Kelani River,  
RDA/JICA/NKB/EBS/PK-2, Package-2: Extradosed Bridge Section,  
The Chairman,  
Standing Cabinet Appointed Procurement Committee,  
Ministry of Higher Education and Highways,  
Procurement Division, 7th Floor, “Maganeguma Mahamedura”,  
No.216, Densil Kobbekaduwa Mawatha, Koswatta,  
Battaramulla, Sri Lanka  

**The deadline for Bid submission is:**  
Date: 18th October 2016  
Time: 2 p.m. in Sri Lanka time.

**ITB 25.1**

The opening of the Technical Bid shall take place at:

The Auditorium  
Ministry of Higher Education and Highways,  
Procurement Division, 7th Floor, “Maganeguma Mahamedura”,  
No.216, Densil Kobbekaduwa Mawatha, Koswatta,  
Battaramulla, Sri Lanka  

Date: 18th of October 2016  
Time: 2 p.m. in Sri Lanka time

### E. Evaluation, and Comparison of Bids

**ITB 34.1**

The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Sri Lanka Rupee.  
The source of selling 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 bids.
SECTION III. EVALUATION AND QUALIFICATION CRITERIA
(Without Prequalification)

1. Evaluation

1.1 Evaluation of Technical Bids

1.1.1 Assessment of adequacy of Technical Proposal with Requirements

Evaluation of the Bidder’s Technical Proposal will include an assessment of the Bidder’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 VI, Works Requirements.
1.1.2 Details for evaluation

Major items for evaluation will include followings:

<table>
<thead>
<tr>
<th>No.</th>
<th>Major items</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Site organisation</td>
</tr>
<tr>
<td>1.1</td>
<td>Organisation chart incl. sub-contractors</td>
</tr>
<tr>
<td>1.2</td>
<td>Site layout plan with temporary facilities</td>
</tr>
<tr>
<td>2.</td>
<td>Method Statement</td>
</tr>
<tr>
<td>2.1</td>
<td>Extradosed Bridge Construction</td>
</tr>
<tr>
<td>2.2</td>
<td>Balanced cantilever construction</td>
</tr>
<tr>
<td>2.3</td>
<td>Pylon construction and installing of Stay cables</td>
</tr>
<tr>
<td>2.4</td>
<td>Bored piling work with permanent casing</td>
</tr>
<tr>
<td>2.5</td>
<td>Method of maintaining verticality of Pylons</td>
</tr>
<tr>
<td>2.6</td>
<td>Sub-contractors</td>
</tr>
<tr>
<td>2.7</td>
<td>Detection, protection and relocation of underground and overhead utilities</td>
</tr>
<tr>
<td>2.8</td>
<td>Soft Ground Treatment</td>
</tr>
<tr>
<td>2.9</td>
<td>Clear and comprehensiveness of the methods</td>
</tr>
<tr>
<td>3.</td>
<td>Mobilisation Schedule</td>
</tr>
<tr>
<td>3.1</td>
<td>Temporary works incl. offices &amp; accommodations</td>
</tr>
<tr>
<td>3.2</td>
<td>Equipment and materials mobilisation</td>
</tr>
<tr>
<td>4.</td>
<td>Construction Schedule</td>
</tr>
<tr>
<td>4.1</td>
<td>Constructability</td>
</tr>
<tr>
<td>4.2</td>
<td>Production rate with required equipment and man powers</td>
</tr>
<tr>
<td>5.</td>
<td>Safety, Quality &amp; Environmental Action Plan</td>
</tr>
<tr>
<td>5.1</td>
<td>Safety Plan</td>
</tr>
<tr>
<td>5.2</td>
<td>Quality Plan with ISO 9001 for long span bridge construction in urban areas</td>
</tr>
<tr>
<td>5.3</td>
<td>Environmental Action plan</td>
</tr>
<tr>
<td>5.4</td>
<td>Assessment of construction and health &amp; safety risks</td>
</tr>
<tr>
<td>6.</td>
<td>Personnel</td>
</tr>
<tr>
<td>6.1</td>
<td>Suitable competent persons for technical/ design of extradosed bridge construction method with qualifications required</td>
</tr>
<tr>
<td>6.2</td>
<td>Extradosed bridge experience</td>
</tr>
<tr>
<td>6.3</td>
<td>Erection manager’s experience to prepare Construction Method Statement on a complex project.</td>
</tr>
<tr>
<td>6.4</td>
<td>Foreign countries experience</td>
</tr>
<tr>
<td>6.5</td>
<td>English communication proficiency</td>
</tr>
<tr>
<td>7.</td>
<td>Equipment</td>
</tr>
<tr>
<td>7.1</td>
<td>Suitability, capacity, numbers, year of made and rental/ownership</td>
</tr>
</tbody>
</table>
1.1.3 Personnel (Package-2: Extradosed Bridge Section)

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Professional Qualification and English Proficiency</th>
<th>No.</th>
<th>Minimum total experience in construction of highways &amp; bridges (Years)</th>
<th>Minimum experience in similar position in construction of bridges (Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager (PM)</td>
<td>Professionally qualified, BSc (in Civil Engineering) or equivalent Proficient in English</td>
<td>1</td>
<td>20 (at least 2 years in foreign developing countries)</td>
<td>7 (at least 1 year in foreign developing countries)</td>
</tr>
<tr>
<td>2</td>
<td>Deputy PM (Extradosed or cable-stayed bridge experience)</td>
<td>Professionally qualified, BSc (in Civil Engineering) or equivalent Proficient in English</td>
<td>1</td>
<td>15 (at least 1 year in foreign countries)</td>
<td>5 (at least 1 year in foreign countries)</td>
</tr>
<tr>
<td>3</td>
<td>Bridge Engineer (Day/night shifts, incl. bridge shop drawing preparation)</td>
<td>BSc (in Civil Engineering) or equivalent Proficient in English</td>
<td>2</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>Materials/Quality assurance Engineer</td>
<td>BSc (in Civil Engineering) or equivalent</td>
<td>1</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Mechanical/Electrical Engineer (for Equipment)</td>
<td>BSc (in Civil Engineering) or equivalent</td>
<td>1</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Highway/Geotechnical Engineer</td>
<td>BSc (in Civil Engineering) or equivalent</td>
<td>1</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>Quantity Surveyor (QS)</td>
<td>BSc (in Civil Engineering) or QS equivalent</td>
<td>1</td>
<td>15</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>Health &amp; Safety (Accident Prevention) Officer</td>
<td>BSc or equivalent</td>
<td>1</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Environmental Officer</td>
<td>BSc or equivalent</td>
<td>1</td>
<td>10</td>
<td>2</td>
</tr>
</tbody>
</table>

The Bidder shall provide details of the proposed personnel and their experience records in Form PER-1 and Form PER-2 in Section IV, Bidding Forms.
1.1.4 Equipment (Package-2)

The Bidder shall demonstrate that it has the key equipment listed hereafter:

<table>
<thead>
<tr>
<th>No.</th>
<th>Equipment Type</th>
<th>Capacity</th>
<th>Minimum No. Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tower crane</td>
<td>5 ton x 40m</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Form Traveler</td>
<td>L=4.5 m</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Prestressing jacks</td>
<td>680 – 860 ton</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>Excavator</td>
<td>0.8 cu.m</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>Bulldozer</td>
<td>15 ton</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>Truck crane</td>
<td>50 ton</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>Concrete pump</td>
<td>H≧30 m, 100 cu.m/hr</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>Crawler crane</td>
<td>50 ton</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Dump truck</td>
<td>10 ton</td>
<td>15</td>
</tr>
<tr>
<td>10</td>
<td>Generator</td>
<td>200 KVA</td>
<td>4</td>
</tr>
<tr>
<td>11</td>
<td>Low bed trailer</td>
<td>50 ton</td>
<td>4</td>
</tr>
<tr>
<td>12</td>
<td>Road roller</td>
<td>10-12 ton</td>
<td>4</td>
</tr>
<tr>
<td>13</td>
<td>Truck crane</td>
<td>30 ton</td>
<td>4</td>
</tr>
<tr>
<td>14</td>
<td>Motor grader</td>
<td>120-140 HP</td>
<td>2</td>
</tr>
<tr>
<td>15</td>
<td>Wheel loader</td>
<td>2-2.3 cu.m</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>Pile driving machine</td>
<td>D=1 m - 2 m</td>
<td>2</td>
</tr>
</tbody>
</table>

- Above equipment table shows only key equipment for evaluation of the Bidder’s capacity. The Bidder can make its own equipment plan in 2. Method Statement, the Technical proposal, Section IV. Bidding Forms.

- The Bidder shall provide further details of above and proposed equipment using Form EQU: Equipment, in Technical Proposal, Section IV. Bidding Forms.

1.2 Evaluation of Price Bids

In addition to the criteria listed in ITB 36.2 (a) – (d) the following criteria shall apply stepwise:

1.2.1 Quantifiable Nonmaterial Nonconformities and Omissions

The evaluated cost of quantifiable nonconformities is determined as follows:

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids, except for the omissions stated in ITB 14.2 which shall be treated in accordance with said clause.

1.2.2 Evaluation of Price Bids (ITB 36):

Discounts only by % is acceptable.
Combined or conditional discounts are not acceptable. Any Bid with combined or conditional discounts will be disqualified.

1.3 **Alternative Completion Times:** Not permitted.

1.4 **Alternative Technical Solutions for Specified Parts:** Not permitted.
2. **Qualification**

**Exchange Rate for Qualification Criteria**

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

(a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.

(b) 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 BDS 34.1. Any error in determining the exchange rates may be corrected by the Employer.

---

**Package-2: Extradosed Bridge Section**

**Qualification Criteria for the Contract:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Factor</th>
<th>Requirement</th>
<th>Single Entity</th>
<th>Joint Venture (JV) (existing or intended)</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>All Parties Combined</td>
<td>Each Member</td>
<td>One Member</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Submission</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Requirements</td>
</tr>
<tr>
<td>2.1</td>
<td>Eligibility</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.1</td>
<td>Nationality</td>
<td>Nationality in accordance with ITB 4.3</td>
<td>Must meet requirement</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Forms ELI – 1 and 2, with attachments</td>
</tr>
<tr>
<td>2.1.2</td>
<td>Conflict of Interest</td>
<td>No conflicts of interest in ITB 4.2</td>
<td>Must meet requirement</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Letter of Bid</td>
</tr>
</tbody>
</table>
### Section III. Evaluation and Qualification Criteria (without prequalification)

#### 2.1.3 JICA Ineligibility

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Single Entity</th>
<th>Compliance Requirements</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not having been declared ineligible by JICA, as described in ITB 4.4</td>
<td>Must meet requirement</td>
<td>N/A</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

#### 2.2. Historical Contract Non-Performance

<table>
<thead>
<tr>
<th>No.</th>
<th>Factor</th>
<th>Requirement</th>
<th>Single Entity</th>
<th>Compliance Requirements</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.1</td>
<td>History of Non-Performing Contracts</td>
<td>Non-performance of a contract (i) did not occur as a result of contractor’s default since 1st January 2014.</td>
<td>Must meet requirement (ii)</td>
<td>N/A</td>
<td>Must meet requirement (ii)</td>
</tr>
<tr>
<td>2.2.2</td>
<td>Pending Litigation</td>
<td>All pending litigation shall in total not represent more than 50% of the Applicant’s net worth and shall be treated as resolved against the Applicant.</td>
<td>Must meet requirement (ii)</td>
<td>N/A</td>
<td>Must meet requirement (ii)</td>
</tr>
<tr>
<td>2.2.3</td>
<td>Litigation History</td>
<td>No consistent history of court/arbitral award decisions against the Bidder (iii) since 1st January 2011.</td>
<td>Must meet requirement (ii)</td>
<td>N/A</td>
<td>Must meet requirement (ii)</td>
</tr>
</tbody>
</table>

#### Eligibility and Qualification Criteria

<table>
<thead>
<tr>
<th>No.</th>
<th>Factor</th>
<th>Requirement</th>
<th>Single Entity</th>
<th>Joint Venture (JV) (existing or intended)</th>
<th>Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>All Parties Combined</td>
<td>Each Member</td>
<td>One Member</td>
</tr>
</tbody>
</table>
Notes for the Bidder

(i) Non-performance, as decided by the Employer, shall include all contracts
   (a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and
   (b) that were so challenged but fully settled against the contractor.

Non-performance shall not include contracts where Employer’s 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 Bidder have been exhausted.

(ii) This requirement also applies to contracts executed by the Applicant as a JV member.

(iii) The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Applicant or any member of a joint venture may result in failure of the Application.
### Section III. Evaluation and Qualification Criteria (without prequalification)

<table>
<thead>
<tr>
<th>No.</th>
<th>Factor</th>
<th>Requirement</th>
<th>Compliance Requirements</th>
<th>Joint Venture (JV) (existing or intended)</th>
<th>Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Single Entity</td>
<td>All Parties Combined</td>
<td>Each Member</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Financial Situation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3.1</td>
<td>Financial Performance</td>
<td>The audited balance sheets or, if not required by the laws of the Applicant’s country, other financial statements acceptable to the Employer, for the last 5 years shall be submitted and must demonstrate the current soundness of the Applicant’s financial position and indicate its prospective long-term profitability. As the minimum requirement, a Applicant’s net worth calculated as the difference between total assets and total liabilities should be positive.</td>
<td>Must meet requirement</td>
<td>N/A</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
## Section III. Evaluation and Qualification Criteria (without prequalification)

### 2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover of:

**Package-2: Extradosed Bridge Section:** USD 50 million calculated as total certified payments received for contracts in progress and/or completed, within the last 5 years, divided by 5 years.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Single Entity</th>
<th>Joint Venture (JV) (existing or intended)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>All Parties Combined</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Each Member</td>
</tr>
<tr>
<td></td>
<td></td>
<td>One Member</td>
</tr>
</tbody>
</table>

- Must meet requirement
- Must meet 25% of the requirement
- Must meet 40% of the requirement
- Form FIN – 2

### Eligibility and Qualification Criteria vs. Compliance Requirements & Documentation

<table>
<thead>
<tr>
<th>No.</th>
<th>Factor</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4</td>
<td>Experience</td>
<td>Experience under construction contracts in the role of prime contractor (single entity or JV member), specialist subcontractor, or management contractor[^1] for at least the last 10 years, starting 1st January 2006.</td>
</tr>
</tbody>
</table>

| Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 1 |

[^1]: 0
Section III. Evaluation and Qualification Criteria (without prequalification)

<table>
<thead>
<tr>
<th>2.4.2</th>
<th><strong>Specific Construction Experience</strong></th>
<th>Package-2: Extradosed Bridge Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td>A minimum number of one (1) similar</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(iii) contract (cable-stayed bridges</td>
</tr>
<tr>
<td></td>
<td></td>
<td>are also acceptable) that has</td>
</tr>
<tr>
<td></td>
<td></td>
<td>been satisfactorily and substantially</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(iii) completed as a prime contractor</td>
</tr>
<tr>
<td></td>
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<td>(single entity or JV member)</td>
</tr>
<tr>
<td></td>
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<td>(iv) between 1st January 2006 and</td>
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<td></td>
<td></td>
<td>Application submission deadline.</td>
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<tr>
<td></td>
<td></td>
<td>The similar contract” requires at</td>
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<td>least one (1) similar bridge</td>
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<td></td>
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<td>construction project in any countries</td>
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<td></td>
<td>and,</td>
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<td></td>
<td>Any bridge construction project in</td>
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<td></td>
<td></td>
<td>foreign countries (that is, out of</td>
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<tr>
<td></td>
<td></td>
<td>your home country) by at least one</td>
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<td></td>
<td></td>
<td>member.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Eligibility and Qualification Criteria</th>
<th>Compliance Requirements</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Factor</td>
<td>Requirement</td>
<td>Single Entity</td>
</tr>
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</tbody>
</table>

Form EXP – 2 (a)
2.4.2 (b) For the above or other contracts completed and under implementation as prime contractor (single entity or JV member), management contractor or subcontractor (vi) between 1\textsuperscript{st} January 2006 and Application submission deadline, a minimum construction experience in the following key activities successfully completed. (vii) (viii)

Package-2: Extradosed Bridge Section

(1) Extradosed bridge (concrete girders), (Cable-stayed bridges are included.), Max. span $\geq 120$ m, RC towers, cantilever erection method.

(2) PC Box girders, Max. span $\geq 40$ m, L $\geq 200$ m.

and,

(3) Construction in urban areas.

<table>
<thead>
<tr>
<th>No.</th>
<th>Factor</th>
<th>Requirement</th>
<th>Single Entity</th>
<th>Compliance Requirements</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Joint Venture (JV) (existing or intended)</td>
<td></td>
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<td></td>
<td>All Parties Combined</td>
<td>Each Member</td>
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</table>

Form EXP – 2 (b)
Section III. Evaluation and Qualification Criteria (without prequalification)

<table>
<thead>
<tr>
<th>No.</th>
<th>Factor</th>
<th>Requirement</th>
<th>Single Entity</th>
<th>Joint Venture (JV) (existing or intended)</th>
<th>Notes for the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>All Parties Combined</td>
<td>Each Member</td>
</tr>
</tbody>
</table>

(4) Bored piles, $D \geq 2.0$ m.\(^{(a)}\)

Notes for the Bidder

(i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.

(ii) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

(iii) Substantial completion shall be based on 80% or more of the works completed under the contract.

(iv) For contracts under which the Applicant participated as a JV member, only the Applicant’s share, by value, shall be considered to meet this requirement.

(v) In case of a 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.

(vi) For contracts under which the Applicant participated as a JV member or subcontractor, only the Applicant’s share, by value, shall be considered to meet this requirement.

(vii) 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. The rate of production shall be the annual production rate for the key construction activity (or activities). For the rate of production, either the average during the entire period or in any one or more years during the period should be specified.

(viii) The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts.

(ix) If the Bidder intends to use a specialist subcontractor for works specified in 2.4.2(b) Item (4), specific experience of the specialist subcontractor can be considered for the evaluation. The Bidder shall submit details in accordance with the Clause 35.2 of Section I: Instruction to Bidders (ITB).
2.5 Financial Resources

<table>
<thead>
<tr>
<th>2.5.1 Financial Resources</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>(i) The Bidder 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 USD 12 million (for Package-2) for the subject contract(s) net of the Bidders other commitments.</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
<td>Must meet 25% of the requirement</td>
<td>Must meet 40% of the requirement</td>
</tr>
<tr>
<td>(ii) The Bidders 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.</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td>Form FIR – 1 and FIR – 2</td>
</tr>
</tbody>
</table>
# SECTION IV. BIDDING FORMS

## Table of Forms

### Two-Envelope Bidding
- Letter of Technical Bid
- Letter of Price Bid

### Schedule of Adjustment Data

### Bill of Quantities

### Technical Proposal
1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Safety, Quality & Environmental Action Plan
6.1 Form PER -1: Proposed Personnel
6.2 Form PER -2: Resume of Proposed Personnel
7. Form EQU: Equipment

### Bidders Qualification
- Form ELI -1: Bidder Information Form
- Form ELI -2: Bidder's Party Information Form
- Form CON: Historical Contract Non-Performance
- Form FIN -1: Financial Situation
- Form FIN -2: Average Annual Construction Turnover
- Form FIR -1: Financial Resources
- Form FIR -2: Current Contract Commitments
- Form EXP-1: General Construction Experience
- Form EXP-2(a): Specific Construction Experience
- Form EXP-2(b): Construction Experience in Key Activities

### Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

### Form of Bid Security

### Form DEC: Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s)
Letter of Technical Bid

Date: ___ ___ 2016
Loan Agreement No.: SL-P111
IFB No.: RDA/JICA/NKB/EBS/PK-2

To: The Chairman
Standing Cabinet Appointed Procurement Committee
Ministry of Higher Education and Highways,
Procurement Division, 7th Floor, “Maganeguma Mahamedura”,
No.216, Densil Kobbekaduwa Mawatha, Koswatta,
Battaramulla, Sri Lanka

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8). [Insert the number and issuing date of each addendum];

(b) We, including subcontractors meet the eligibility requirements in accordance with ITB 4 and ITB 5;

(c) We, including subcontractors have no conflict of interest in accordance with ITB 4;

(d) We offer to execute in conformity with the Bidding Documents the following Works: New Bridge Construction Project over the Kelani River, Package-2: Extradosed Bridge Section;

(e) Our Bid shall be valid 182 days in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c), other than alternative Bids submitted in accordance with ITB 13; and

(g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*[insert complete name of person signing the Bid] 
Name of the person duly authorized to sign the Bid on behalf of the Bidder**[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]
Section IV. Bidding Forms

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 Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.
Letter of Price Bid

Date: ___ ______ 2016
Loan Agreement No.: SL-P111
IFB No.: RDA/JICA/NKB/EBS/PK-2

To: The Chairman
Standing Cabinet Appointed Procurement Committee,
Ministry of Higher Education and Highways,
Procurement Division, 7th Floor, “Maganeguma Mahamedura”,
No.216, Densil Kobbedumuwa Mawatha, Koswatta,
Battaramulla, Sri Lanka

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8). [Insert the number and issuing date of each addendum];

(b) We offer to execute in conformity with the Bidding Documents and Technical Bid the following Works: New Bridge Construction Project over the Kelani River, Package-2: Extradosed Bridge Section;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Currency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Currency Portion</td>
<td>Sri Lankan Rupee</td>
<td></td>
</tr>
<tr>
<td>Foreign Currency Portion:</td>
<td>Japanese Yen (for example)</td>
<td></td>
</tr>
<tr>
<td>Foreign Currency Portion:</td>
<td>US$ (for example)</td>
<td></td>
</tr>
<tr>
<td>Provisional Sum</td>
<td>Sri Lankan Rupee (Fixed amount)</td>
<td></td>
</tr>
<tr>
<td>Total Equivalent Bid Price</td>
<td>Sri Lankan Rupee</td>
<td></td>
</tr>
</tbody>
</table>

(d) The discounts offered and the methodology for their application are:

The discounts offered are: [Percentage shall be applicable to all items in the Bill of Quantities except provisional sums.]

The exact method of calculations to determine the net price after application of discounts is shown below: [Only percentage of discount is permitted. Discount by amount shall not be permitted.]
After discount:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Currency Portion:</td>
<td>Sri Lankan Rupee</td>
<td>, (1)</td>
</tr>
<tr>
<td>Foreign Currency Portion:</td>
<td>Japanese Yen (for example)</td>
<td>, (2)</td>
</tr>
<tr>
<td>Foreign Currency Portion:</td>
<td>US$ (for example)</td>
<td>, (3)</td>
</tr>
<tr>
<td>Provisional Sum</td>
<td>Sri Lankan Rupee (Fixed amount)</td>
<td>, (4)</td>
</tr>
<tr>
<td>Total Equivalent Bid Price:</td>
<td>Sri Lankan Rupee</td>
<td>, (5)</td>
</tr>
</tbody>
</table>

(1) to (5) above refers to Schedule of Payment Currencies

(e) Our Bid shall be valid 182 days in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;

(g) We understand that this Bid, 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; and

(h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder*[insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder**[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

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 Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.
Section IV. Bidding Forms

Schedule of Payment Currencies (After Discount)

<table>
<thead>
<tr>
<th>Name of Payment Currency</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Currency* (Sri Lankan Rupees)</td>
<td>(1)</td>
<td>1.00</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Foreign Currency* (e.g. Japanese Yen)</td>
<td>(2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign Currency* (e.g. US$)</td>
<td>(3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Bid Price (NBP)* in Local Currency</td>
<td></td>
<td></td>
<td></td>
<td>100.00</td>
</tr>
<tr>
<td>Provisional Sums expressed in Local Currency</td>
<td>(4)</td>
<td>1.00</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Total Equivalent Bid Price</td>
<td></td>
<td></td>
<td>(5)</td>
<td></td>
</tr>
</tbody>
</table>

*include contingencies and the dayworks

Unit price (Rate) analysis (materials, labour and equipment; foreign and local portions) for all pay items shall be submitted with the Bid. The specimen is attached in the following page.

Justification for Payment of foreign currency

The bidder shall furnish the following information.

1. The country/countries from which the bidder is proposing to procure personnel, plant and materials for permanent work for which the bidder expect to incur expenditure in foreign country/countries.

2. Details and usage of personnel, plant and materials necessity of importing them for the permanent works.
Unit Price (Rate) Analyses

[Unit price analysis is required for all pay items. The bidder shall provide a detailed breakdown of the charges included in all rates given, by subdividing the rate into the following components as a guide:

- **Labour:**
  - Local labour
    - supervision$^1$
    - plant operator,
    - operator
    - Driver
    - skilled labour$^2$
    - common labour
  - Foreign labour
    - supervision$^1$

- **Equipment**
  - Plant and equipment
  - Fuel and lubricant
  - Electricity

- **Materials**
  - Cement
  - Steel
  - Aggregate
  - Miscellaneous

- **Indirect cost and profit**
  - Site overhead
  - Profit

- **Notes:**
  1. The type of supervisory staff shall also be given separately e.g. Foreman, General Foreman, etc.
  2. The actual job description and charge element of each labour or artisan/craftsman category shall be given: e.g. Carpenter, Welder, etc.]
### Specimen for Rate Analysis (Required for all Pay Items)

Pay Item No : 
Work Item : 
Estimated Quantity (Q) : 

**Work Item** : 
Unit : 
Exchange Rate (FC : SLR) 
BOQ Q’ty : 

<table>
<thead>
<tr>
<th>Price Code</th>
<th>Component</th>
<th>Type</th>
<th>Unit</th>
<th>Q’ty</th>
<th>Foreign Currency</th>
<th>Local Currency (SLR)</th>
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<td></td>
<td></td>
<td></td>
<td>Amount</td>
<td>Amount</td>
<td></td>
</tr>
</tbody>
</table>

1. **Labour**

|            |           |      |      |      | Rate            | Rate                 |         |
|            |           |      |      |      | Amount          | Amount               |         |

Sub-total (A)

2. **Plant/Equipment**

|            |           |      |      |      | Rate            | Rate                 |         |
|            |           |      |      |      | Amount          | Amount               |         |

Sub-total (B)

3. **Material**

|            |           |      |      |      | Rate            | Rate                 |         |
|            |           |      |      |      | Amount          | Amount               |         |

Sub-total (C)

4. **Miscellaneous**

|            |           |      |      |      | Rate            | Rate                 |         |
|            |           |      |      |      | Amount          | Amount               |         |

Sub-total (D)

Estimated Direct Cost : E (A+B+C+D) 
Overheads and Profit : F xx % of E 
Total : G (E+F) 
Unit Rate (G/Q) 
**Combined Rupee Rate**

---

**Letter of Price Bid**

Date: ___________ 2016
Section IV. Bidding Forms

Loan Agreement No.: SL-P111
IFB No.: RDA/JICA/NKB/SBS/PK-1

To: The Chairman
Standing Cabinet Appointed Procurement Committee,
Ministry of Higher Education and Highways,
Procurement Division, 7th Floor, “Maganeguma Mahamedura”,
No.216, Densil Kobbekaduwa Mawatha, Koswatta,
Battaramulla, Sri Lanka

We, the undersigned, declare that:

(g) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8). [Insert the number and issuing date of each addendum];

(h) We offer to execute in conformity with the Bidding Documents and Technical Bid the following Works: New Bridge Construction Project over the Kelani River, Package-1: Steel Bridge Section;

(i) The total price of our Bid, excluding any discounts offered in item (d) below is:
Total price of the Bid [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]

Local Currency Portion: Sri Lankan Rupee _________.
Foreign Currency Portion: Japanese Yen (for example) _________.
Foreign Currency Portion: US$ (for example) _________.
Provisional Sum: Sri Lankan Rupee (Fixed amount) _________.
Total Equivalent Bid Price: Sri Lankan Rupee _________.

(j) The discounts offered and the methodology for their application are:

The discounts offered are: [Percentage shall be applicable to all items in the Bill of Quantities except provisional sums.]
The exact method of calculations to determine the net price after application of discounts is shown below: [Only percentage of discount is permitted. Discount by amount shall not be permitted.]
After discount:
Local Currency Portion: Sri Lankan Rupee _________.(1)
Foreign Currency Portion: Japanese Yen (for example) _________.(2)
Foreign Currency Portion: US$ (for example) _________.(3)
Provisional Sum: Sri Lankan Rupee (Fixed amount) _________.(4)
Total Equivalent Bid Price: Sri Lankan Rupee _________.(5)

(1) to (5) above refers to Schedule of Payment Currencies
(k) Our Bid shall be valid 182 days in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(l) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;

(g) We understand that this Bid, 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; and

(h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder*[insert complete name of person signing the Bid]
Name of the person duly authorized to sign the Bid on behalf of the Bidder**[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

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 Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.
Section IV. Bidding Forms

**Schedule of Payment Currencies (After Discount)**

<table>
<thead>
<tr>
<th>Name of Payment Currency</th>
<th>Amount of Currency</th>
<th>Rate of Exchange to Local Currency</th>
<th>Local Currency Equivalent C =A x B</th>
<th>Percentage of Net Bid Price 100xC NBP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Currency* (Sri Lankan Rupees)</td>
<td></td>
<td>1.00</td>
<td></td>
<td>(1)</td>
</tr>
<tr>
<td>Foreign Currency* (Japanese Yen) (e.g.)</td>
<td></td>
<td>(2)</td>
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<tr>
<td>Foreign Currency* (US$) (e.g.)</td>
<td></td>
<td>(3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Bid Price (NBP)*</td>
<td></td>
<td></td>
<td></td>
<td>100.00</td>
</tr>
<tr>
<td>Provisional Sums expressed in Local Currency</td>
<td>Insert PSs</td>
<td>1.00</td>
<td></td>
<td>(4)</td>
</tr>
<tr>
<td>Bid Price</td>
<td></td>
<td></td>
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<td>(5)</td>
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</tbody>
</table>

*include contingencies and the dayworks

Unit price (Rate) analysis (materials, labour and equipment; foreign and local portions) for all pay items shall be submitted with the Bid. The specimen is attached in the following page.

**Justification for Payment of foreign currency**

The bidder shall furnish the following information:

3. The country/countries from which the bidder is proposing to procure personnel, plant and materials for permanent work for which the bidder expect to incur expenditure in foreign country/countries.

4. Details and usage of personnel, plant and materials necessity of importing them for the permanent works.
### Specimen for Rate Analysis (Required for all Pay Items)

| Pay Item No | Work Item | Estimated Quantity (Q) | Unit | Exchange Rate (FC : SLR) | BOQ Q’ty :
|-------------|-----------|------------------------|------|--------------------------|--------------------------|

#### 5. Labour

<table>
<thead>
<tr>
<th>Price Code</th>
<th>Labour Component</th>
<th>Type</th>
<th>Unit</th>
<th>Q’ty</th>
<th>Foreign Currency</th>
<th>Local Currency (SLR)</th>
<th>Remarks</th>
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<tr>
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<td>Rate</td>
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Sub-total (A)

#### 6. Plant/Equipment

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<th>Rate</th>
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<th>Amount</th>
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Sub-total (B)

#### 7. Material

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<tr>
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<th>Rate</th>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Amount</td>
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</tr>
</tbody>
</table>

Sub-total (C)

#### 8. Miscellaneous

<table>
<thead>
<tr>
<th></th>
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<th></th>
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<th></th>
<th>Rate</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td>Amount</td>
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<td></td>
</tr>
</tbody>
</table>

Sub-total (D)

Estimated Direct Cost : E \( (A+B+C+D) \)
Overheads and Profit : F \( xx \% \) of E
Total : G \( (E+F) \)
Unit Rate \( (G/Q) \)

**Combined Rupee Rate**
Summary Table of the Total Costs of Goods and Services which Satisfy STEP Conditions

The Bidder shall fill the following table (Package-2)

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount (SLR)</th>
<th>% Against Total Amount of the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>(e.g. PC Stay cables)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>(e.g. Bridge bearing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>(e.g. Bridge Expansion)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td>*</td>
</tr>
</tbody>
</table>

Note: * shall not be less than 10 % in Package-2.
## Schedule of Adjustment Data

### Table A. Local Currency

<table>
<thead>
<tr>
<th>(a) CIDA Price Index No.</th>
<th>(b) Index description</th>
<th>(c) Source of index</th>
<th>(d) Fixed weighting %</th>
</tr>
</thead>
<tbody>
<tr>
<td>M7</td>
<td>Metal (aggregate 20 mm)</td>
<td>CIDA</td>
<td>1 %</td>
</tr>
<tr>
<td>M13</td>
<td>Reinforcing Steel</td>
<td>Bulletin of Construction Statistics</td>
<td>14 %</td>
</tr>
<tr>
<td>M14</td>
<td>Structural Steel</td>
<td></td>
<td>13 %</td>
</tr>
<tr>
<td>M30C</td>
<td>Bitumen 60/70 (Using bulk price)</td>
<td></td>
<td>1 %</td>
</tr>
<tr>
<td>M39</td>
<td>Ready Mixed Concrete</td>
<td></td>
<td>18 %</td>
</tr>
<tr>
<td>L1</td>
<td>Skilled Labour</td>
<td></td>
<td>17 %</td>
</tr>
<tr>
<td>L3</td>
<td>Unskilled Labour</td>
<td></td>
<td>4 %</td>
</tr>
<tr>
<td>P1</td>
<td>Small Equipment</td>
<td></td>
<td>5 %</td>
</tr>
<tr>
<td>P2</td>
<td>Heavy Equipment</td>
<td></td>
<td>12 %</td>
</tr>
<tr>
<td>P3</td>
<td>Fuel (diesel)</td>
<td></td>
<td>5 %</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>90 %</strong></td>
</tr>
</tbody>
</table>

- Total weighting shall equal 90 %.
- For adjustments of cost for local currency, “ICTAD (CIDA) Formula Method for Adjustments to Contract Price due to Fluctuation in Prices, June 2008” shall be followed.
# Bill of Quantities

## A. Preamble

1. The Bill of Quantities shall be read in conjunction with Instructions to Bidders, General and Particular Conditions of Contract, Standard Specifications, Special Provisions and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Engineer (accepted by the Contractor) and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices bid in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill 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.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

7. The Employer shall indicate in the Summary of Provisional Sums an amount equivalent to one-half of the Employer’s estimate of the cost of the Dispute Board (DB) for payments to the Contractor of the Employer’s share of the payments to the DB member(s). Contractor’s overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB.

8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer, except for the provisional sum for the cost of the DB, which requires no prior instruction of the engineer, in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.
9. The method of measurement of completed work for payment shall be in accordance with ICTAD’s (CIDA’s) Standard Specifications and their Special Provisions.

10. Any arithmetical errors in computation or summation will be corrected by the Employer as follows:
   (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
   (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

11. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

### B. Work Items

1. The Bill of Quantities contains the following part Bills, which have been grouped according to the nature or timing of the work:
   - Summary of Bill of Quantities
   - Bill of Quantities and Daywork Schedule
   - Daywork Schedule

2. Bidders shall price the Bill of Quantities in the currency of Sri Lanka Rupee.

### C. Daywork Schedule

#### General

1. Reference should be made to Sub-Clause 13.6 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall NOT be subject to price adjustment in accordance with the provisions in the Conditions of Contract. The basic rates applied to daywork items will be stated and payable in local currency only.

#### Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, 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 return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform 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 of the total time that labour is employed on daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates: 1. Labour, together with an additional percentage payment on basic rates representing the Contractor’s profit, overheads, etc., as described below:

   (a) The basic rates for labour shall cover all direct 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 Sri Lanka law.

   (b) The additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor’s profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, 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.

Daywork 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 heretofore), at the basic rates entered by him in the Schedule of Daywork Rates: 2. Materials, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

   (a) the basic 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 additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under (a) above. The basic rates will be payable in local currency only.

   (c) 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 Construction in this schedule.

Daywork Contractor’s Equipment

5. The Contractor shall be entitled to payments in respect of Contractor’s Equipment already on Site and employed on daywork at the basic rental rates entered by him in the Schedule of Daywork Rates: 3. Contractor’s Equipment. 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. The cost of drivers, operators, and assistants shall be included in the rates and shall NOT be paid for separately.
6. In calculating the payment due to the Contractor for Contractor’s Equipment 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 travelling time from the part of
the Site where the Contractor’s Equipment was located when ordered by the Engineer to
be employed on daywork and the time for return journey thereto shall be included for
payment.
Section IV. Bidding Forms

(Intentionally blank page)
Technical Proposal

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Safety, Quality & Environmental Action Plan
6. Personnel
7. Equipment
8. Others
1. Site Organization

[Insert Organization Information]
2. Method Statement

[Insert Method of Statement]
[Subcontracting plan including each brief percentage against Total Bid Price to be added.]
3. Mobilization Schedule

[Insert Mobilization Schedule]
4. Construction Schedule

[Insert Construction Schedule]
5. Safety Plan, Quality Plan & Environmental Action Plan

[Insert Safety Plan, Quality Plan and Environmental Action Plan]

The Contractor has to submit according to Appendix 7 and 8 of the Specifications
(Special Provisions)
6.1 Form PER -1: Proposed Personnel

[insert day, month, year]
Bidder’s Legal Name: [insert full name]
IFB No. [insert number]
Page [insert page number] of [insert total number] page

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.3.]

<table>
<thead>
<tr>
<th></th>
<th>Title of position*</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*As listed in Section III.
6.2 Form PER -2: Resume of Proposed Personnel

[insert day, month, year]
Bidder’s Legal Name: [insert full name]
Joint Venture Party Legal Name: [insert full name]
IFB No. [insert number]
Page [insert page number] of [insert total number] page

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below:]

<table>
<thead>
<tr>
<th>Name of Bidder</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Position</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Personnel information</th>
<th>Name</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional qualifications and English Proficiency</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Present employment</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of employer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address of employer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact (manager / personnel officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title</th>
<th>Years with present employer</th>
</tr>
</thead>
</table>
[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>
7. Form EQU: Equipment

[insert day, month, year]
Bidder’s Legal Name: [insert full name]
Joint Venture Party Legal Name: [insert full name]
IFB No. [insert number]
Page [insert page number] of [insert total number] page

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria Clause 1.1.4. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]

<table>
<thead>
<tr>
<th>Item of equipment</th>
<th>Equipment information</th>
<th>Name of manufacturer</th>
<th>Model and power rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Capacity</td>
<td></td>
<td>Year of manufacture</td>
</tr>
<tr>
<td></td>
<td>Current status</td>
<td>Current location</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Details of current commitments</td>
<td></td>
</tr>
</tbody>
</table>

Source

Indicate source of the equipment

- Owned
- Rented
- Leased
- Specially manufactured
- Subcontract
- Purchase

Note: Above information shall be provided for all heavy equipment proposed for the Work.

Omit the following information for equipment owned by the Bidder.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Name of owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address of owner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Name of owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Name of owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contact name and title</td>
</tr>
<tr>
<td></td>
<td>Telex</td>
</tr>
</tbody>
</table>

Agreements

Details of rental / lease / manufacture agreements specific to the project

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Bidders Qualification

Without Prequalification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

Form ELI -1, Bidder Information Form
Form ELI -2, Bidder’s Party Information Form
Form CON, Historical Contract Non-Performance
Form FIN -1, Financial Situation
Form FIN -2, Average Annual Construction Turnover
Form EXP-1, General Construction Experience
Form EXP-2(a), Specific Construction Experience
Form EXP-2(b), Construction Experience in Key Activities
Form FIR -1, Financial Resources
Form FIR -2, Current Contract Commitments
Form ACK, Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans
Form of Bid Security
Form DEC, Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s)
Form ELI-1: Bidder Information Form

Date: [insert day, month, year]
IFB No.: [insert number]
Page [insert page number] of [insert total number] pages

<table>
<thead>
<tr>
<th>Bidders shall provide the following information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder's legal name</td>
</tr>
<tr>
<td>[insert full name]</td>
</tr>
<tr>
<td>In case of a JV, legal name of the representative member and of each member:</td>
</tr>
<tr>
<td>[insert full name of each member in the JV and specify the representative member.]</td>
</tr>
<tr>
<td>Bidder's actual or intended country of registration:</td>
</tr>
<tr>
<td>[insert country of registration]</td>
</tr>
<tr>
<td>Bidder's actual or intended year of incorporation:</td>
</tr>
<tr>
<td>[insert year of incorporation]</td>
</tr>
<tr>
<td>Bidder's legal address in country of registration:</td>
</tr>
<tr>
<td>[insert street/ number/ town or city/ country]</td>
</tr>
<tr>
<td>Bidder's authorized representative information</td>
</tr>
<tr>
<td>Name: [insert full name]</td>
</tr>
<tr>
<td>Address: [insert street/ number/ town or city/ country]</td>
</tr>
<tr>
<td>Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]</td>
</tr>
<tr>
<td>E-mail address: [insert E-mail address]</td>
</tr>
</tbody>
</table>

1. Attached are copies of original documents of
   - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.
   - In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
Section IV. Bidding Forms

**Form ELI-2: Bidder's Party Information Form**

Date: [insert day, month, year]
IFB No.: [insert number]
Page [insert page number] of [insert total number] pages

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]

<table>
<thead>
<tr>
<th>Bidder’s legal name:</th>
<th>[insert full name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Party legal name:</td>
<td>[insert full name of Bidder’s party]</td>
</tr>
<tr>
<td>Bidder's Party country of registration:</td>
<td>[insert country of registration]</td>
</tr>
<tr>
<td>Bidder’s Party year of incorporation:</td>
<td>[insert year of incorporation]</td>
</tr>
<tr>
<td>Bidder’s Party legal address in country of registration:</td>
<td>[insert street/ number/ town or city/ country]</td>
</tr>
<tr>
<td>Bidder’s Party authorized representative information</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>[insert full name]</td>
</tr>
<tr>
<td>Address:</td>
<td>[insert street/ number/ town or city/ country]</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td>[insert telephone/fax numbers, including country and city codes]</td>
</tr>
<tr>
<td>E-mail address:</td>
<td>[insert E-mail address]</td>
</tr>
</tbody>
</table>

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 ITB 4.3.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
Form CON: Historical Contract Non-Performance

Date: [insert day, month, year]
Bidder’s Legal Name: [insert full name]
Bidder’s Party Legal Name: [insert full name]
IFB No. [insert number]
Page [insert page number] of [insert total number] pages

[The following table shall be filled in for the Bidder and for each member of a JV]

1. History of Non-Performing Contracts

<table>
<thead>
<tr>
<th>Non-Performing Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Contract non-performance did not occur since 1st January 2014, in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.</td>
</tr>
<tr>
<td>□ Contract(s) not performed since 1st January 2014, in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Non-performed portion of contract</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert year]</td>
<td>[insert amount and percentage]</td>
<td>Contract Identification: [insert complete contract name, number, and any other identification]</td>
<td>[insert amount]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Employer: [insert full name]</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Employer: [insert street/city/country]</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reason(s) for non performance: [indicate main reason(s)]</td>
<td></td>
</tr>
</tbody>
</table>

Contract Identification: [insert complete contract name, number, and any other identification] | [insert amount]
2. Pending Litigation

<table>
<thead>
<tr>
<th>Year of dispute</th>
<th>Amount in dispute (currency)</th>
<th>Outcome as Percentage of Net Worth</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert year]</td>
<td>[insert amount]</td>
<td>[insert percentage]</td>
<td>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] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</td>
<td>[insert amount]</td>
</tr>
</tbody>
</table>
3. Litigation History

<table>
<thead>
<tr>
<th>Year of award</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert year]</td>
<td>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”] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</td>
<td>[insert amount]</td>
</tr>
</tbody>
</table>
**Form FIN -1: Financial Situation**

*The following table shall be filled in for the Bidder and for each member of a JV.*

Date: [insert day, month, year]
Bidder’s Legal Name: [insert full name]
Bidder’s Party Legal Name:[insert full name]
IFB No. [insert number]
Page [insert page number] of [insert total number] page

### 1. Financial data

<table>
<thead>
<tr>
<th>Type of Financial information in (currency)</th>
<th>Historic information for previous 5 years (amount in currency, currency, exchange rate, USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
</tr>
</tbody>
</table>

**Statement of Financial Position (Information from Balance Sheet)**

Total Assets (TA)
Total Liabilities (TL)
Net Worth (NW)
Current Assets (CA)
Current Liabilities (CL)

**Information from Income Statement**

Total Revenue (TR)
Profits Before Taxes (PBT)
Profits After Taxes (PAT)
Section IV. Bidding Forms

2. Financial Documents

The Bidder and its parties shall provide copies of the financial statements for 5 years pursuant the Prequalification criteria or Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1, as appropriate. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV, of each member, and not of 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* for the 5 years required above; and complying with the requirements.

* 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 -2: Average Annual Construction Turnover

[The following table shall be filled in for the Bidder and for each member of a JV]

| Date: [insert day, month, year] |
| Bidder’s Legal Name: [insert full name] |
| Bidder’s Party Legal Name: [insert full name] |
| IFB No.: [insert number] |

Page [insert page number] of [insert total number] page

<table>
<thead>
<tr>
<th>Annual Turnover Data (Construction only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>[indicate year]</td>
</tr>
</tbody>
</table>

| | | | |
| | | | |
| | | | |

Average Annual Construction Turnover *

* Total USD equivalent for all years divided by the total number of years, in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2, as appropriate.
Form FIR -1: Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: [insert day, month, year]
Bidder’s Legal Name: [insert full name]
Bidder’s Party Legal Name: [insert full name]
IFB No. [insert number]
Page [insert page number] of [insert total number] page

[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, Sub-Factor 2.5.1 (Without Prequalification).]

<table>
<thead>
<tr>
<th>No.</th>
<th>Source of financing</th>
<th>Amount (USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form FIR -2: Current Contract Commitments

[The following table shall be filled in for the Bidder and for each member of a JV]

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Contract</th>
<th>Employer’s Contact Address, Tel, Fax</th>
<th>Value of Outstanding Work[Current USD Equivalent]</th>
<th>Estimated Completion Date</th>
<th>Average Monthly Invoicing Over Last Six Months [USD/month]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Bidders and each member to 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, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.1 (Without Prequalification).]
Form EXP -1: General Construction Experience

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: [insert day, month, year]
Bidder’s Legal Name: [insert full name]
Bidder’s Party Legal Name: [insert full name]
IFB No. [insert number]
Page [insert page number] of [insert total number] page

[Identify contracts that demonstrate continuous construction work over the past 10 years pursuant to Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]

<table>
<thead>
<tr>
<th>Starting Year</th>
<th>Ending Year</th>
<th>Contract Identification</th>
<th>Role of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>[indicate year]</td>
<td>[indicate year]</td>
<td>Contract name: [insert full name] Brief description of the Works performed by the Bidder: [describe Works performed briefly] Amount of contract: [insert amount in currency, mention currency used, exchange rate and USD equivalent] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country]</td>
<td>[insert “Prime Contractor (single entity or JV member)” or “Subcontractor” or “Management Contractor”]</td>
</tr>
</tbody>
</table>
Form EXP -2(a): Specific Construction Experience

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: [insert day, month, year]
Bidder’s Legal Name: [insert full name]
Bidder’s Party Legal Name: [insert full name]
IFB No. [insert number]
Page [insert page number] of [insert total number] page

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(a).]

<table>
<thead>
<tr>
<th>Contract of Similar Size and Nature</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Similar Contract No.</strong></td>
</tr>
<tr>
<td>[insert number] of [insert number of similar contracts required]</td>
</tr>
<tr>
<td>Contract Identification</td>
</tr>
<tr>
<td>Award Date</td>
</tr>
<tr>
<td>Completion Date</td>
</tr>
<tr>
<td>Role in Contract</td>
</tr>
<tr>
<td>[check the appropriate box]</td>
</tr>
<tr>
<td>Total Contract Amount</td>
</tr>
<tr>
<td>If member in a JV, specify participation in total Contract amount</td>
</tr>
<tr>
<td>Employer's Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone/fax number</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
<tr>
<td>Similar Contract No.</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>[insert number] of [insert number of similar contracts required]</td>
</tr>
<tr>
<td>1. Physical size of required works items</td>
</tr>
<tr>
<td>2. Complexity</td>
</tr>
<tr>
<td>3. Methods/Technology</td>
</tr>
<tr>
<td>4. Other Characteristics</td>
</tr>
</tbody>
</table>
Form EXP -2(b): Construction Experience in Key Activities

Date: [insert day, month, year]
Bidder’s Legal Name: [insert full name]
Bidder’s Party Legal Name: [insert full name]
Subcontractor’s Legal Name: [insert full name]
IFB No.: [insert number]
Page [insert page number] of [insert total number] pages

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(b).]

1. Key Activity No (1): [insert brief description of the Activity, emphasizing its specificity]
   Total Quantity of Activity under the contract: _____________________________

<table>
<thead>
<tr>
<th>Contract with Similar Key Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
</tr>
<tr>
<td>Contract Identification</td>
</tr>
<tr>
<td>Award Date</td>
</tr>
<tr>
<td>Completion Date</td>
</tr>
<tr>
<td>Role in Contract</td>
</tr>
<tr>
<td>[check the appropriate box]</td>
</tr>
<tr>
<td>Total Contract Amount</td>
</tr>
</tbody>
</table>

| 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) |
| [Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed] | Year 1 | Year 2 | Year 3 | Year 4 |
Section IV. Bidding Forms

Employer’s Name: [insert full name]

Address: [indicate street / number / town or city / country]

Telephone/fax number [insert telephone/fax numbers, including country and city area codes]

E-mail: [insert E-mail address, if available]

2. Activity No. (2) _____

3. Activity No. (3) _____

Note: Not only the main contractors’ experience, but also any specialist subcontractors’ shall be presented.
Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, [insert name and position of authorized signatory], duly authorized by [insert name of Bidder/members of joint venture (“JV”)] (hereinafter referred to as “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for JICA Loan No.SL-P111, New Bridge Construction Project over the Kelani River is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify that on behalf of the Bidder that;

(i) the Bid has been prepared and submitted in compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as “Guidelines”); and

(ii) the Bidder has not directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>

B’) I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

<table>
<thead>
<tr>
<th>name of the debarred firm</th>
<th>starting date of debarment</th>
<th>ending date of debarment</th>
<th>reason for debarment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA’s information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department
URL: https://www2.jica.go.jp/en/odainfo/index.php
Tel: +81 (0)3 5226 8850

(2) JICA Sri Lanka office
10th Floor, DHPL Building, No.42, Navam Mawatha, Colombo 2, Sri Lanka
Tel: +94-11-230-3700

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder’s responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory
[Insert name of signatory; title]

For and on behalf of [Insert name of the Bidder]
Date:
Form of Bid Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Director General,
Road Development Authority,
“Maganeguma Mahamedura”,
No.216, Densil Kobbekaduwa Mawatha, Koswatta,
Battaramulla, Sri Lanka

IFB No.: [Employer to insert number of Invitation for Bids]

Date: [Insert date of issue]

BID 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 Bidder, 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 Bid (hereinafter called "the Bid") for the execution of New Bridge Construction Project over the Kelani River, Package-2: Extradosed Bridge Section under the Loan Agreement No.SL-P111.

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a bid 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 Sri Lanka Rupees Two hundred and Fifty Million (Rs.250,000,000) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid ("the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary’s bidding documents.
This guarantee will expire and shall be returned: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid 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.]
Form DEC
Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s)

<In the case when the prime contractor is single entity, use the following>

I, the Undersigned, hereby certify that, (name of the prime contractor) satisfies either (a) or (b) below:

(a) It was incorporated and is registered in Japan, has its appropriate facilities for producing or providing the goods and services in Japan, and actually conducts its business there; or

(b) It satisfies all of the following conditions;
   (i) It is subsidiary included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
   (ii) It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.”

“I, the Undersigned, further certify that the total costs of goods and services procured from Japan, the Eligible Local Manufacturing Company(ies), the Eligible Development Partners’ Manufacturing Company(ies), the Eligible Developed Countries’ Manufacturing Company(ies) and the Eligible Foreign Company(ies) are ( %)* of the amount of the Contract.

Authorized SIGNATORY
For and on behalf of the Bidder
Date:

*Note: the percentage for Package-2 shall not be less than 10 %.

<In the case when the prime contractor is a joint venture, use the following>

I, the undersigned, hereby certify that: the total share of work of Japanese partners in the joint venture is more than fifty percent (50 %) of the contract amount; and that all of the following conditions are satisfied:

(a) Lead partner and each of the other partners, if any, regarded as Japanese partners satisfy either (i) or (ii) below:

   (i) It was incorporated and is registered in Japan, has its appropriate facilities
for producing or providing the goods and services in Japan, and actually conducts its business there; or

(ii) It satisfies all of the following conditions:

- It is a subsidiary included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and related ministerial ordinances; and

- It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.

(b) The partners except Japanese partners have been incorporated and registered in Japan or the Democratic Socialist Republic of Sri Lanka, and actually conduct their business there.”

“I, the Undersigned, further certify that the total costs of goods and services procured from Japan, the Eligible Local Manufacturing Company(ies), the Eligible Development Partners’ Manufacturing Company(ies), the Eligible Developed Countries’ Manufacturing Company(ies) and the Eligible Foreign Company(ies) are ( %)* of the amount of the Contract.

Authorized SIGNATORY
For and on behalf of the Bidder
Date:

*Note: the percentage for Package-2 shall not be less than 10 %.
SECTION V. ELIGIBLE SOURCE COUNTRIES OF JAPANESE ODA LOANS

Eligible Nationality

(1) The Eligible Nationality of the supplier(s) and/or contractor(s) shall be the following:

(a) Japan in the case of the prime contractor; and
(b) All countries and areas in the case of the sub-contractor(s).

(2) With regard to sub-section (1) mentioned above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Democratic Socialist Republic of Sri Lanka and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50 %) of the contract amount.

(3) With regard to sub-section (1) and (2) mentioned above,

For goods and services,

(a) The prime contractor or, in the case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, shall have their appropriate facilities for producing or providing the goods and services in Japan, and actually conduct their business there (hereinafter referred to as the “Japanese Company”).

(b) In the case of a joint venture, the partners except Japanese partners shall be nationals of the Democratic Socialist Republic of Sri Lanka or juridical persons incorporated and registered in Japan or the Democratic Socialist Republic of Sri Lanka, and have their appropriate facilities for producing or providing the goods and services in Japan or the Democratic Socialist Republic of Sri Lanka, and actually conduct their business there.

(c) Notwithstanding above, above a juridical person incorporated in a country or area other than Japan that satisfies all of the following conditions can be regarded as the Japanese Company:

- It is a subsidiary included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and related ministerial ordinances; and

- It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.
PART 2 - WORKS REQUIREMENTS
SECTION VI. WORKS REQUIREMENTS

Contents

Scope of Works
Specifications (Volume I)
Drawings (Volume II, 1/1)
Supplementary Information
Scope of Works

1. Description of the Works

1.1 Background

Road is an essential transport infrastructure for the Democratic Socialist Republic of Sri Lanka. Road Development Authority formulated the National Road Master Plan (NRMP) for a period of 2007-2017 as the long-term road development plan. The aim of NRMP is to provide an adequate and efficient network of national highways, and to ensure mobility and accessibility at an acceptable level of safety and comfort for the movement of people and goods. Meeting with the aim of this NRMP, this project has been implemented as one of the most important sections.

The existing New Kelani Bridge has been congested, especially in the morning and evening peak hours, since a large number of vehicles from CKE and A01 Road (from the North), and the road connecting to A03 Road and A01 Road (from the South) become concentrated in this area. It is forecast that traffic volume on the New Kelani Bridge will increase and the bridge will become a traffic bottleneck in this area.

In order to increase the traffic capacity around the New Kelani Bridge, a new bridge over the Kelani river and approach road/bridge will be constructed. The traffic situation in this area will be expected to be improved by this project, since the traffic capacity will increase to more than double.

With the opening of Colombo-Katunayake Expressway there is considerable increase in the volume of traffic entering the Colombo city along the Expressway and the capacity of existing New Kelani Bridge will not be sufficient to cater to such heavy traffic volume. Further such heavy traffic volume may adversely affect the life span of the existing New Kelani Bridge. Colombo Harbour Development Project and Port City Project in the future will further increase the traffic volume in this area. Taken these facts into consideration, the Ministry of Higher Education and Highways has decided to construct a new bridge adjoining the New Kelani Bridge with six (6) traffic lanes, interchange and elevated road to the port Access Road with financial assistance from the Government of Japan.

1.2 Project Component

**Package-2: Extradosed Bridge Section**

1) Construction of Main Line (L=1,185 m)
   1)-1 Main Bridge (6-lane): Extradosed Bridge (L=380 m)
   1)-2 Approach Bridge (6-lane): PC Box Girder Bridge (L=460 m)
   1)-3 Approach Bridge (5-lane): PC Box Girder Bridge (L=165 m)
   1)-4 Earthwork (6-lane) (L=180 m)

**Package-1: Steel Bridge Section (for information only)**

1) Construction of Main Line (4-lane): Steel Box Girder Bridge (L=425 m)
2) Construction of Port Access Road (4-lane): Steel Box Girder Bridge (L=497 m)
3) Construction of Interchange (I/C) and Junction
3) 1 Orugodawatta Interchange (I/C) (Steel Box Girder: 259 m, Earthwork: 226 m)
3) 2 Ingurukade I/C (Steel Box Girder: 330 m, Earthwork: 250 m)
3) 3 Kelanittisa Junction (Steel Box Girder: 1,024 m)
4) Improvement of At-grade Road
   4) 1 Orugodawatta Intersection
   4) 2 Ingurukade Intersection

The afore-mentioned respective project components are shown in Figure 1-1 and the project summary is shown in Table 1-1.

Figure 1-1 Project components
# Section VI. Works Requirements

## Table 1-1 Project summary

| Package-1: Steel Bridge Section (Not part of Package 2 but only for information) |
|---|---|
| **Component** | **Description** |
| **Major quantities** | |
| Concrete volume | - 31,500 cu.m |
| Bored piles, D=2.0 m | - 630 m |
| Bored piles, D=1.5 m | - 4,450 m |
| Bored piles, D=1.2 m | - 1,360 m |
| Structural steel for piers | - 3,870 ton |
| Structural steel for box girders | - 13,800 ton |
| Steel-concrete composite slab deck | - 40,000 sq.m |
| Embankment | - 8,600 cu.m |

1) Construction of Main Line

| - Road Length: 425 m |
| - Cross Section |
| | • Bridge (4-lane): W=20.5 m |
| - Bridge Type |
| | • Steel Box Girder |
| | • Steel Portal Frame Pier |
| | • Concrete Portal Frame Pier |
| | • Pile Foundation |

2) Construction of Port Access Road

| - Road Length: 497 m |
| - Cross Section |
| | • Bridge (4-lane): W=20.5 m |
| - Bridge Type |
| | • Steel Box Girder |
| | • Steel Portal Frame Pier |
| | • Pile Foundation |

3) Construction of Interchange and Junction

| - Ramp Length |
| - Cross Section |
| | • Orugodawatta I/C: 485 m |
| | • Ingurukade I/C: 580 m |
| | • Kelanitissa JCT: 1,024 m |
| - Bridge Type |
| | • Orugodawatta I/C: W=7.0 m (Temporary 2-lane) |
| | • Ingurukade I/C: W=7.0 m (Temporary 2-lane) |
| | • Kelanitissa JCT: W=7.0 m (1-lane) |
| - Other |
| | • Steel Box Girder |
| | • RC Pier, Steel Portal Frame Pier |
| | • Pile Foundation |
| - Other |
| | • Common pier (MB-P10 and MB-P14) and these expansion joints for both Package 1 & 2 are included in Package 2. |

4) Improvement of At-grade Road

| - Orugodawatta Intersection |
| - Widening for each direction |
| - Construction of frontage road |
| - Ingurukade Intersection |
| - Widening of median |
| - Construction of traffic island |
### Package-2: Extradosed Bridge Section

<table>
<thead>
<tr>
<th>Component</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Concrete volume</strong></td>
<td>- 35,300 cu.m</td>
</tr>
<tr>
<td><strong>PC cables</strong></td>
<td>- 1,050 ton</td>
</tr>
<tr>
<td><strong>PC Stay Cables</strong></td>
<td>- 195 ton</td>
</tr>
<tr>
<td><strong>Bored piles, D=2 m</strong></td>
<td>- 1,710 m</td>
</tr>
<tr>
<td><strong>Bored piles, D=1.5m</strong></td>
<td>- 3,540 m</td>
</tr>
<tr>
<td><strong>Gravel Compaction Piles, D=0.7 m</strong></td>
<td>- 5,930 m</td>
</tr>
<tr>
<td><strong>Embankment</strong></td>
<td>- 6,000 cu.m</td>
</tr>
</tbody>
</table>

1) **Construction of Main Line**
- **Road Length**: 1,185 m
- **Cross Section**
  - Main Bridge (6-lane): W=27.5 m
  - Approach Bridge (6-lane): W=27.5 m
  - Approach Bridge (5-lane): W=24.0 m
  - Earthwork (6-lane): W=29.0 m
- **Bridge Type**
  - Main Bridge: Extradosed (L=380 m)
  - Approach Bridge (6-lane): PC Box Girder (L=460 m)
  - Approach Bridge (6-lane): PC Box Girder (L=165 m)
- **Others**
  - Common pier (MB-P10) and the expansion joint for both Package 1 & 2 is included in Package 2
  - Soft Soil Treatment (Gravel Compaction Piles) at connection point with CKE
## 2. Construction Period

<table>
<thead>
<tr>
<th>Package</th>
<th>Name</th>
<th>Construction period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Steel Bridge Section (for information)</td>
<td>36 Months</td>
</tr>
<tr>
<td>2</td>
<td>Extradosed Bridge Section</td>
<td>36 Months</td>
</tr>
</tbody>
</table>
3. Site and Other Data

3.1 Climate Conditions

There are two rainy seasons (April-May and October-November) in Colombo as shown above. Average rainfall data (2010-14) is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rainfall (mm/month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>354</td>
</tr>
<tr>
<td>2011</td>
<td>313</td>
</tr>
<tr>
<td>2012</td>
<td>98</td>
</tr>
<tr>
<td>2013</td>
<td>128</td>
</tr>
<tr>
<td>2014</td>
<td>218</td>
</tr>
<tr>
<td>2015</td>
<td>300</td>
</tr>
<tr>
<td>2016</td>
<td>370</td>
</tr>
<tr>
<td>2017</td>
<td>196</td>
</tr>
<tr>
<td>Total</td>
<td>2,445</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rainy days &gt; 20 mm/day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>2010</td>
</tr>
<tr>
<td>2011</td>
</tr>
<tr>
<td>Source: Irrigation Department, Sri Lanka</td>
</tr>
</tbody>
</table>

Max. water level of 2.80 m (9.17 feet) was recorded (last 30-year period) on 6th June 1989.
3.3 Geotechnical Conditions

1) General Geotechnical Conditions

The project area is located in Wanni Complex close to the western coast of Sri Lanka. The overburden of this area is mainly formed by thick alluvium (in the form of sand, silt and clay). A laterite layer is formed above the bedrock as the result of chemical weathering in this tropical area. The bedrock in this area has experienced the shear, displacement and fold process. The types of bedrock found in this area are granitoid gneiss, granitic migmatites, cordierite gneiss, garnet cordierite gneiss, meta-quartzites, hornblende biotite gneiss, other types of gneiss and late microline granitic intrusions. The borehole and representative soil profile locations are shown in Figure 3.1.

Figure 3.1 Borehole and Representative Soil Profile locations in the project

2) Soil Profiles (Package-1)

Soil profiles of Package-1 at Orugodawatta Interchange and Port Access Road are shown in Figures 3.2 and 3.3 as representatives of Package-1.
Figure 3.2 Soil Profile at Orugodawatta Interchange (Package-1)
Figure 3.3 Soil Profile at Port Access Road (Package-1)
3) Soil Profile at Extradosed Bridge (Package-2)

The soil profiles obtained from the investigation for the pier and pylon locations of the extradosed bridge are shown in Figure 3.4.

Generally, the upper layers are silty/clayey soils which N value is from 0 – 20. Also peat layer exists at 2-3 m depth at some locations. Relatively dense sand layer exists at a depth of 14 m below. Rock level appears at 26-30 m, but they are rated on RMR classifications as Grade II, III and V which are from slightly to highly weathered rock.
Figure 3.4 Soil Profile at Extradosed Bridge (Package-2)
Section VI. Works Requirements

3.3 Existing Hourly Traffic Volume

Baseline Road

Weekday (28. 09. 2015)

Saturday (26. 09. 2015)

Sunday (20. 09. 2015)
Section VI. Works Requirements

**New Kelani Bridge Road**

**Weekday (22. 09. 2015)**

**Saturday (26. 09. 2015)**

**Sunday (20. 09. 2015)**
Specifications (Volume I)

(Separate volume)
Drawings (Volume II, 1/1)

(Separate volume)
Supplementary Information

(Ni.)
PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS
SECTION VII. GENERAL CONDITIONS (GC)

The General Conditions governing this Contract shall be Conditions of Contract for Construction MDB Harmonized Edition, prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2010, all rights reserved, (hereinafter referred to as “Standard GC”). This publication is exclusive for the use of JICA’s Borrowers and their project implementing agencies as provided under the License Agreement dated August 1st, 2008, between JICA and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the parties above and only for the exclusive purpose of preparing this Contract.

The General Conditions of Contract are available on the JICA’s website shown below:


A copy of these General Conditions is not attached to these Bidding Documents/Contract.
SECTION VIII. PARTICULAR CONDITIONS (PC)
**Particular Conditions (PC)**

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

### Part A - Contract Data

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Sub-Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s name and address</td>
<td>1.1.2.2 &amp; 1.3</td>
<td>The Employer is: Road Development Authority, Ministry of Higher Education and Highways, “Maganeguma Mahamedura”, No.216, Densil Kobbekaduwa Mawatha, Koswatta, Battaramulla, Sri Lanka</td>
</tr>
<tr>
<td>Engineer’s name and address</td>
<td>1.1.2.4 &amp; 1.3</td>
<td>Joint Venture of Oriental Consultants Company Limited (12-1, Honmachi 3-chome, Shibuya-ku, Tokyo, 151-0071, Japan) and Katahira &amp; Engineers International (1-14-1, Shintomi, Chuo-ku, Tokyo, 104-0041, Japan).</td>
</tr>
<tr>
<td>Bank’s name</td>
<td>1.1.2.11</td>
<td>Japan International Cooperation Agency (JICA)</td>
</tr>
<tr>
<td>Borrower’s name</td>
<td>1.1.2.12</td>
<td>Government of the Democratic Socialist Republic of Sri Lanka</td>
</tr>
<tr>
<td>Time for Completion</td>
<td>1.1.3.3</td>
<td>36 Months (in the calendar month)</td>
</tr>
<tr>
<td>Defects Notification Period</td>
<td>1.1.3.7</td>
<td>24 Months (in the calendar month)</td>
</tr>
<tr>
<td>Electronic transmission systems</td>
<td>1.3</td>
<td>For the Employer: Project Director, New Bridge Construction Project over the Kelani River (Package-2: Extradosed Bridge Section), Road Development Authority (RDA), No.981/5B1, Diyawanna Place, Sri Jayawardanapura Mawatha, Rajagiriya, Sri Lanka</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tel: +94-11-2867109 or +94-11-5931901</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: +94-11-2867264</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail: <a href="mailto:nbcplkr@gmail.com">nbcplkr@gmail.com</a></td>
</tr>
</tbody>
</table>

Emails should be used only for exchange of information. Any approvals, certificates, consents, determinations and notices shall be confirmed by their hard copies sent by
## Conditions

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Sub-Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ruling language</td>
<td>1.4</td>
<td>English</td>
</tr>
<tr>
<td>Language for communications</td>
<td>1.4</td>
<td>English</td>
</tr>
</tbody>
</table>
| Time for access to, and possession of all parts of, the Site | 2.1 | ROW is shown in the Vol. II, Drawings. The Site will be handed over to the Contractor on the Commencement Date except following areas (Reference drawing is attached in the end)  
1) Area No. 2 (Atomic Energy Board [AEB] Building): within 06 months from the Commencement Date  
Note:  
(1) New AEB Spent Source Storage Building area (Area No.3) will remain in the ROW and will not be handed over to the Contractor.  
(2) Existing Overhead High Tension CEB lines (132kV and 220kV) and pylon (Area No. 4) will be cleared within 01 year period from the Commencement Date. During that period the Contractor can utilise this area with the existing High Tension power lines and the pylon. |
| Engineer’s Duties and Authority | 3.1(B)(ii) | - Any Variations resulting in an increase of the Accepted Contract Amount shall require approval of the Employer.  
- Total amount of any single Variation (whether increase or decrease) which exceed Rs. 1 million shall require approval of the Employer.  
- Cumulative amount of all estimated Variations which exceed Rs. 100 million, shall require approval of the Employer. |
<p>| Performance Security | 4.2 | 10 % (ten percent) of the Accepted Contract Amount in the same currency(ies) and |</p>
<table>
<thead>
<tr>
<th>Conditions</th>
<th>Sub-Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>proportions in which Contract Price is payable.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Performance Security shall be an on demand unconditional bank guarantee acceptable to the Employer. If the Performance Security is issued by a bank located outside of Sri Lanka, it shall be endorsed by a bank in Sri Lanka acceptable to the Employer to make it enforceable in Sri Lanka</td>
</tr>
<tr>
<td>Subcontractors</td>
<td>4.4</td>
<td>The Contractor shall not subcontract more than 40% of the works.</td>
</tr>
<tr>
<td>Normal working hours</td>
<td>6.5</td>
<td>8:00 to 12:00 and 13:00 to 17:00 from Monday to Friday inclusive, and 8:00 to 13:00 on Saturday.</td>
</tr>
<tr>
<td>Commencement of Works</td>
<td>8.1</td>
<td>Within 42 (forty two) days after the date of the receipt of Letter of Acceptance by the Contractor.</td>
</tr>
<tr>
<td>Delay damages for the Works</td>
<td>8.7</td>
<td>0.1% of the Contract Price per day.</td>
</tr>
<tr>
<td>Maximum amount of delay damages</td>
<td>8.7</td>
<td>10% of the final Contract Price.</td>
</tr>
<tr>
<td>Provisional Sums</td>
<td>13.5.(b)(ii)</td>
<td>The percentage rate of overhead charges and profit for provisional sums is 5 or 10% according to the provisional sum summary table in Bill of Quantities.</td>
</tr>
<tr>
<td>Total advance payment</td>
<td>14.2</td>
<td>15% of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The total advance payment will be made in two instalments of 10% and 5% of the Accepted Contract Amount respectively, according to this Particular Conditions, Part B- Specific Provisions.</td>
</tr>
<tr>
<td>Conditions</td>
<td>Sub-Clause</td>
<td>Data</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Repayment amortization rate of advance payment</td>
<td>14.2(b)</td>
<td>The advance payment shall be repaid through deductions calculated using the following formula:&lt;br&gt;&lt;br&gt;&lt;br&gt;$Y = (X - 0.3) \times Z$&lt;br&gt;&lt;br&gt;$Y = \text{cumulative repayment}$&lt;br&gt;$Z = \text{total amount of advance payment}$&lt;br&gt;$X = \text{ratio of work done (max. 0.85) against total work amount.}$&lt;br&gt;$P = 0.85$ (Ratio against Accepted Contract Amount when advance payment shall be completely repaid).</td>
</tr>
<tr>
<td>Percentage of Retention</td>
<td>14.3(c)</td>
<td>10 %</td>
</tr>
<tr>
<td>Limit of Retention Money</td>
<td>14.3(c)</td>
<td>5 % of the Accepted Contract Amount</td>
</tr>
<tr>
<td>Plant and Materials</td>
<td>14.5</td>
<td>Reinforcement Steel shall be paid when deliver to the Site</td>
</tr>
<tr>
<td>Minimum Amount of Interim Payment Certificates</td>
<td>14.6</td>
<td>Sri Lanka Rupees 100 Million.</td>
</tr>
<tr>
<td>Maximum total liability of the Contractor to the Employer</td>
<td>17.6</td>
<td>The total liability is one time the Accepted Contract Amount.</td>
</tr>
<tr>
<td>Periods for submission of insurance:</td>
<td>18.1</td>
<td></td>
</tr>
<tr>
<td>a. Evidence of insurance payment</td>
<td></td>
<td>Within 28 days from the Commencement Date.</td>
</tr>
<tr>
<td>b. Relevant policies</td>
<td></td>
<td>Within 28 days from the Commencement Date.</td>
</tr>
<tr>
<td>Maximum amount of deductibles for insurance of the Employer's risks</td>
<td>18.2(d)</td>
<td>Max. deductibles are 10 % on each and every claim, subject to min. Rs. 150,000.00.</td>
</tr>
<tr>
<td>Minimum amount of third party insurance</td>
<td>18.3</td>
<td>Min. amount is Rs. 4 million and aggregate limit is Rs. 1 billion.</td>
</tr>
<tr>
<td>Date by which the DB shall be appointed</td>
<td>20.2</td>
<td>28 days after the Commencement date</td>
</tr>
<tr>
<td>The DB shall be comprised of</td>
<td>20.2</td>
<td>Three Members.</td>
</tr>
<tr>
<td>Appointment (if not agreed) to be made by</td>
<td>20.3</td>
<td>The President of the Institution of Engineers of Sri Lanka.</td>
</tr>
</tbody>
</table>
Section VIII. Particular Conditions (Part B: Specific Provisions)

Part B - Specific Provisions

Clause 1: General Provisions

Sub-Clause 1.1: Definitions
Add following Sub-Clause after Sub-Clause 1.1.6.10:

“Sub-Clause 1.1.6.11: “Rs.” or “SLR” or “LKR” or “Rupee” means the lawful currency of Democratic Socialist Republic of Sri Lanka.”

Sub-Clause 1.5: Priority of Documents
Delete the priority of documents listed (a) to (i) and substitute:

(i) the Contract Agreement,
(ii) the Letter of Acceptance,
(iii) the Contractor’s Technical Bid
(iv) the Contractor’s Price Bid
(v) Addenda
(vi) the Particular Conditions – Part A, Contract Data
(vii) the Particular Conditions – Part B, Specific Provisions
(viii) the General Conditions,
(ix) the Special Provisions for ICTAD Standard Technical Specifications,
(x) the ICTAD Standard Technical Specifications,
(xi) the Drawings,
(xii) the completed Schedules and Table of Adjustment Data for Local Currencies; and
(xiii) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
(xiv) Form DEC – Declaration as to the origin of goods & services and the eligibility of supplier(s).

Sub-Clause 1.8: Care and Supply of Documents
After the end of the Sub-Clause 1.8 add the following:

“The Contractor shall prepare and submit to the Engineer “As-Built Drawings” of the Works, showing all Works as executed. The drawings shall be prepared as the works proceed, and shall where possible be submitted to the Engineer progressively for his inspection. The Contractor shall obtain the consent of the Engineer as to the size of the drawings, the referencing system, and other pertinent details.

Prior to the issue of any “Taking-Over Certificate”, the Contractor shall submit to the Engineer:

(i) One electronic copy (CD) of all “As-built” drawing files using AutoCAD computer software in a version format acceptable to the Engineer,
(ii) Six sets of all “As-built” drawings (A-3 size bound).
Any cost for preparation of “As-built” drawings shall be borne by the Contractor.”

**Sub-Clause 1.12: Confidential Details**

After the end of Sub-Clause 1.12 add the following:

“The Contractor shall not issue any information to any media nor issue any publication, document or article for publication concerning the Contract in any media without prior written approval of the Employer.”

**Sub-Clause 1.15: Inspections and Audit by the Bank**

This Sub-Clause is deleted entirely.

**Clause 3: The Engineer**

**Sub-Clause 3.1: Engineer’s Duties and Authority**

Add following after sub-paragraph (D) and subsequent paragraph:

“(E) Sub-Clause 12.4: agreeing or determining the cost. The Engineer shall summon all parties concerned to the first meeting when he shall determine the cost. It is the duty of the Contractor or his representative to participate in the meetings summoned by the Engineer.”

**Clause 4: The Contractor**

**Sub-Clause 4.1: Contractor’s General Obligations**

Replace in the third paragraph: “as defined by the Bank” with “as defined by the Loan Agreement between the Bank and the Borrower”.

After the end of the Sub-Clause 4.1 add the following:

“The Contractor shall promptly inform the Employer and the Engineer of any error, omission, fault or defects in the design of or specifications for the Works which are discovered when reviewing the contract documents or in the process of execution of the Works.”

**Sub-Clause 4.7: Setting Out**

After the end of this Sub-Clause add the following:

“When setting out any part of the Works, the Contractor shall give the Engineer not less than 48 hours written notice to enable the Engineer to check the setting out before the Contractor commences construction of the part concerned.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the
Contractor shall carefully protect and preserve all bench-marks, pegs and other things used in setting-out the Works.”

**Sub-Clause 4.13: Rights of Way and Facilities**

Add following paragraph in the end;

“All entire site will be available to the Contractor on the Commencement date except the areas stated in Particular Conditions, (Part A: Contract Data), Sub-Clause 2.1.”

**Sub-Clause 4.21: Progress Reports**

After the end of this Sub-Clause add the following:

“The format of the report shall be decided in consultation with the Engineer, and shall show progress in chart in relations to the Contractor's programme.”

**Sub-Clause 4.23: Contractor's Operations on Site**

After the end of this Sub-Clause add the following:

“Upon completion of Works the Contractor shall remove from the Site all the said Contractor’s Equipment and Temporary Works remaining thereon and any unused materials provided by the Contractor, with the approval of the Engineer.

If the Contractor fails to remove any of the said Contractor’s Equipment, Plant, Temporary Works or unused materials within such reasonable times after the completion of Works as may be allowed by the Engineer then the Employer may sell the same and shall after deduction from the proceeds the costs, charges and expenses of and in connection with such sale and pay the balance, if any, to the Contractor.”

**Clause 6: Staff and Labour**

**Sub Clause 6.1: Engagement of Staff and Labour**

After the end of Sub-Clause 6.1 add the following paragraph:

“The Contractor's Employees both local and foreign will be liable to pay personal income tax in Sri Lanka in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.”

**Sub-Clause 6.5: Working Hours**

After the end of Sub-Clause 6.5 add the following paragraph:

“The Contractor is expected to carry out works during the normal working hours stated in the Contract Data.”
The additional cost incurred for construction supervision for the Engineer’s staff should be borne by the Contractor.”

**Sub-Clause 6.7: Health & Safety**

Delete last paragraph of Sub-Clause 6.7 and substitute following:

“The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 a safety plan including an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when and how the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification.

The cost incurred by the Contractor in satisfying the provisions of this Sub-Clause shall be deemed to be included in the rates and prices quoted by the Contractor in his bid, except where otherwise specifically provided for in the Contract.”

**Sub-Clause 6.9: Contractor’s Personnel**

After the end of Sub-Clause 6.9 add the following:

“The Contractor is not entitled to any compensation or any extension of Time for Completion due to removal of any person employed on the Site or Works under this Sub-Clause.”

**Clause 8: Commencement, Delays and Suspension**

**Sub-Clause 8.3 Programme**

After the end of Sub-Clause 8.3, add the following:

**8.3.1 Submission of Construction Schedule**

The Contractor shall submit the following schedules

a) Construction schedule. A progress time-scaled logic diagram, tabular schedule, written narrative, and submittal list.


c) Initial construction schedule. A detailed schedule submitted within 28 days after receiving the Letter of Acceptance. The first approved CPM
construction schedule submitted after the preliminary construction schedule. Once approved the initial construction schedule becomes the first baseline construction schedule.

d) Baseline construction schedule. The current approved initial construction schedule in which subsequent construction schedule updates are based on.

e) Baseline construction schedule update. The normal monthly updating of the currently approved baseline schedule with no changes in the schedule logic or activities and no changes to the critical path.

f) Baseline construction schedule revision. A significant change to the schedule logic, schedule activities or activity durations, or some other modification to the schedule of planned work. Activities performed out of sequence from the baseline schedule affecting the critical path require a revision. A baseline schedule revision may show construction being completed at a date other than the contract completion date.

8.3.2 Critical Path Method (CPM)
The Contractor shall prepare construction schedules using a CPM that is computer-generated, such as MS Project or approved equivalent.

8.3.3 Cash Flow Estimate
The Contractor shall prepare monthly Cash flow estimate during the contract negotiation, based on the Preliminary construction schedule and shall update it from time to time and when requested by the Engineer.

Sub Clause 8.4: Extension of Time for Completion
Add the following after the end of Sub-Clause 8.4:

“Regarding Sub-Clause 8.4(c), “exceptionally adverse climatic conditions” shall mean as follows:

(i) on any single day, the rainfall measured at nearest meteorological station of the Department of Meteorology, Sri Lanka exceeds the 98 percentile value of the daily rainfall for that calendar month for that station, as calculated using the last 120 calendar months of that station’s rainfall record or, in the case where the station’s rainfall records do not extend back as far as 120 months, then that station’s available records, and

(ii) the days of heavy rainfall was observed at relevant sites and critical path works were affected by the rain (The works and rainfall reports shall be submitted.)

Any delay caused by exceptionally adverse climatic conditions will be “no fault delay” and cost will be deemed to lie where they fall. That is in the case of such
delay, pursuant to the Contract, the Contractor is entitled only to an extension of time for completion of Works and the Engineer will approve only an extension of time for the period of delay.”

Clause 10: Employer's Taking Over

Sub-Clause 10.1: Taking Over of the Works and Sections

After second paragraph, add the following paragraph:

“Before the Works are taken over in accordance with this Sub-Clause 10.1, the Contractor shall supply all drawings as appropriate of the work as-built. Unless otherwise agreed, the Works shall not be considered to be completed for the purpose of Taking Over until such drawings have been supplied to the Engineer.”

Clause 13: Variations and Adjustments

Sub-Clause 13.1: Right to Vary

After the end of Sub-Clause 13.1, add the following paragraph:

“Increases or decreases in the Bill of Quantities that arise through the re-measurement of the Works and the subsequent correction of errors made in the estimation of the amounts of work described in the Bill of Quantities shall not constitute varied works under the Contract. Such increases or decreases do not require an instruction from the Engineer.”

Sub-Clause 13.5: Provisional Sums

The following text should be added at the end of Sub-Clause 13.5:

“As an exception to the above, the Provisional Sum for the cost of the DB shall be used for payments to the Contractor of the Employer’s share (one-half) of the invoices of the DB for its fees and expenses, in accordance with GC 20.2. No prior instruction of the Engineer shall be required with respect to the work of the DB. The Contractor shall produce the DB invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3, which contain requests for payment under the Provisional Sum toward the cost of the DB. The Engineer’s certification of such Statements shall be based upon such invoices and such evidence of payment by the Contractor. Contractor’s overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB.”

Sub-Clause 13.8: Adjustments for Changes in Cost
Replace the entire Sub-Clause 13.8 with the following:

“There shall be no price adjustment for foreign portion. The price adjustment shall be calculated only for local currency portion.

For Local Currency
The amount payable in Sri Lanka Rupees to the Contractor and valued at base rates and prices in any Interim Payment Certificate issued by the Engineer pursuant to Sub-Clause 14.6 [Issue of Interim Payment Certificates] shall be adjusted for rises and falls in the cost of labour, Materials and construction plant, and other inputs to the Works, on the basis of the following formula in “ICTAD (CIDA) Formula Method, June 2008”;

\[
F = 0.966 \left( \frac{V - V_{na}}{100} \right) \times \sum_{x} \frac{P_x (I_{xc} - I_{xb})}{I_{xb}}
\]

Where:
\( F \) = Price adjustment for the period concerned  
\( V \) = Current valuation of the work done as described in (e) below  
\( V_{na} \) = Valuation of non-adjustable element for the proportion of the Contract which is payable in local currency  
\( P_x \) = Input percentage of Input named x  
\( I_{xc} \) = Current Index of Input named x, published by CIDA  
\( I_{xb} \) = Base Index of Input named x, published by CIDA

The above formula for price adjustment of the local currency payments shall be the full and only measure of any additions and deductions from the Contract Price caused by variations in the costs of labour, materials, equipment and other input costs to the Contract and it shall be paid only in Sri Lankan Rupees.

(a) Contract Price Adjustment computed on the basis of this formula may be either an addition to or a deduction from the Contract Price.

(b) Source of Indices
The indices applicable to the operation of this formula are those compiled and published monthly by the Construction Industry Development Authority (CIDA), Sri Lanka, in the “CIDA Bulletin of Construction Statistics”.

(c) Input Percentage (Fixed weighting %)
“Input Percentage” means the proportionate percentage contribution of any input in terms of the cost of construction of the Works, computed at the time of design.
For details see “Schedule of Adjustment Data, Table A. Local Currency” in Section IV. Bidding Forms. The total contribution of the major inputs is considered as 90%.

(d) Non-adjustable Elements

“Non-adjustable Elements” shall consist of the work done under the following items which shall not be considered for computation of price adjustment:

(i) All “Pay Item 100 General” listed in Bill of Quantities,
(ii) Variations done by order of the Engineer under Clause 13 [Variations and Adjustments] and valued in terms of Clause 12 [Measurement and Evaluation] based on prices prevailing at the time such works were executed; and
(iii) All work on Provisional items or sums for work valued using prices prevailing at the time such works were executed and Dayworks.

(e) Current Valuation

“Current Valuation” means the portion to be paid in local currency of the value of work duly executed during the valuation period being reviewed.

(f) Base indices

“Base indices” means the indices of the Base Date which means the date 28 days prior to the latest date for submission of the Bid (FIDIC General conditions, Sub-Clause 1.1.3.1, Definition of Base Date).

(g) Current Indices

“Current Indices used for calculation of price adjustment in respect of the first Interim Payment Certificate shall be the indices pertaining to first month after the Commencement Date. The Current indices applicable in respect of any Interim Payment Certificate or the Final Payment Certificate shall be the indices prevailing for the calendar month following the month in respect of which the previous valuation was done”.

If the Contractor fails to complete the Works in a Section within the Time for Completion of Works of the Section, adjustment of prices thereafter shall be made using current indices applicable on the date of expiry of the Time for Completion of the Works of the relevant Section.

The weightings for each of the inputs of cost stated in the Table(s) of Adjustment Data for Local Currency shall only be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be
deemed to have included amounts to cover the contingency of other rises and falls in costs.”

Clause 14: Contract Price and Payment

Sub-Clause 14.1: The Contract Price

Insert the following paragraphs in the end;

Taxes and Duties

All taxes, duties or any levies levied (Local and Foreign), related to the Contract shall be borne and paid by the Contractor.

1. Exemption on payment of taxes will be granted as mentioned below.

i. Value Added Tax (VAT)

Exemption from payment of Value Added Tax (VAT) as per the item C (xxiii) and f (ii) of the First Schedule to the VAT Act No.14 of 2002, as last amended by VAT (Amendment) Act. No. 17 of 2013 on importation of goods & local purchase of goods/services and defer from payment of VAT as per paragraph (b) of the second provision to Section 2(3) of the VAT Act No.14 of 2002 as last amended by VAT (Amendment) Act No. 17 of 2013 on temporary importation of goods. However, the facility under Simplified Value Added Tax Scheme (SVAT) is not applicable for the purchase of vehicles for travelling purposes.

ii. Nation Building Tax (NBT)

Exemption from payment of Nation Building Tax (NBT) as per item (xvi) of the PART 1 of the First Schedule to the NBT Act No. 9 of 2009 as last amended by NBT Act No. 11 of 2013 on importation of goods and exemption from payment of NBT as per item (iv) of the PART 1 of the First Schedule to the NBT Act No. 9 of 2009 as last amended by NBT Act No. 11 of 2013 on temporary importation of goods.

iii. Ports & Airport Development Levy (PAL)

Exemption from payment of Ports and Airports Development Levy (PAL) under Section 4(1)(iv) of the Part 1 of the Ports and Airports Development Levy Act No. 18 of 2011 as last amended by PAL Act No. 05 of 2013 on importation of goods and deferment from payment of Ports and Airports Development Levy (PAL) under Section 4(2)(i) of the Ports and Airports Development Levy Act No. 18 of 2011 as last amended by PAL Act No. 05 of 2013.
iv. **Customs Import Duties (CID)**

Exemption from payment of Customs Import Duty as per section 19(a) and 22(a) of the Customs Ordinance on importation of goods.

v. **CESS**

Exemption from payment of CESS under item 2(iv) of the Gazette Notification No. 1733/6 of 21.11.2011 and subsequent corresponding Gazette Notifications thereto issued under the section 14 of the Sri Lanka Export Development Act No. 40 of 1979 on importation of goods.

2. Importation of steel is not exempted from taxes. However, exemption from taxes is granted for the importation of steel, which are not manufactured in Sri Lanka. Further, local purchase of steel is eligible for SVAT facility and exemption from NBT, if purchased from a Strategic Development Project.

3. Tax exemptions / deferments are not entitled for the importation of any vehicles used for passenger transportation.

4. In order to be eligible for tax exemptions, with regard to importation of project related Machineries, Equipment and Materials, the Contractor shall obtain prior written approval from the Employer and all such items shall be imported in the name of the Employer. If Employer satisfies such items are related to the Project, Employer shall endorse the necessary exemption documents allowing the Contractor to proceed with the custom clearance.

5. Remittance Taxes, Corporate and Personnel Income Taxes and any other local direct taxes imposed on the Contractor or on the Contractor’s personnel by any authority in Sri Lanka, shall be borne and paid by the Contractor or Contractor’s personnel.

6. Information on the Contractor’s tax liabilities in Sri Lanka can be found in www.treasury.gov.lk and www.ird.gov.lk

**Sub-Clause 14.2: Advance Payment**

Delete the third (3rd) paragraph and substitute:

“The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the first (1st) instalment of advance payment (10% of the Accepted Contract Amount in the Letter of Acceptance) after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after:
Section VIII. Particular Conditions (Part B: Specific Provisions)

(a) execution of the Contract Agreement by the parties hereto; and
(b) the Employer receives:
   (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and
   (ii) a guarantee in amounts and currencies equal to the 1st instalment of advance payment.

The second (2nd) instalment of the advance payment (5% of the Accepted Contract Amount in the Letter of Acceptance) will be due under separate certification of the Engineer after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after;

(c) the Contractor has satisfied following requirements to commence Works;

   (i) mobilization of Contractor’s key personnel.
   (ii) completion of Contractor’s office and camp, test laboratory including the provision of all required services.
   (iii) completion of Engineer’s offices, and provision of survey equipment, including all required services by the Contractor.
   (iv) completion of Engineer’s accommodation, provision of furniture, equipment and vehicles for the Engineer and the Employer by the Contractor.
   (v) the Employer receives a guarantee in amounts and currencies equal to the 2nd instalment of advance payment

The guarantee for each instalment of advance payment shall be an on demand unconditional bank guarantee acceptable to the Employer. If the guarantee is issued by a bank located outside of Sri Lanka, it shall be endorsed by a bank in Sri Lanka acceptable to the Employer to make it enforceable in Sri Lanka.

Sub Clause 14.3: Application for Interim Payment Certificates
After the end of Sub-Clause 14.3 add following:

“All materials and plant paid for under this Sub-Clause shall be deemed to be owned by the Employer who shall have the full rights of ownership.”

Sub-Clause 14.5: Plant and Materials intended for the Works
Delete the second and third paragraphs including sub-paragraphs (a) to (c) and substitute:

“The Engineer shall determine and certify each addition if the following conditions are satisfied:
   (a) the Contractor has:

14
(i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
(ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and,

(b) the relevant Materials:

(i) are those listed in the Contract Data for payment when delivered to the Site, and
(ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.”

Sub-Clause 14.8: Delayed Payment
Delete the second (2nd) paragraph and substitute:

“These financing charges shall be calculated as follows:

(a) on unpaid sums in local currency shall be paid entirely in the applicable local currency at the rate of 2% per annum above the Average Weighted Prime Lending Rate (AWPLR) published by the Central Bank of Sri Lanka current on the date upon which such payment first becomes overdue.

(b) on unpaid sums in foreign currency shall be paid entirely in the applicable foreign currency at the rate of 0.5% per annum above the London Inter Bank Offered Rate (LIBOR) current on the date upon which such payment first becomes overdue.”

Sub-Clause 14.11: Application for Final Payment Certificate
Add the following sub-paragraph (c) after sub-paragraph (b):

(c) Six copies of the following Contractor’s affidavits confirming:

(i) complete payment of all subcontractors, materials, labour, employees, suppliers of goods and services and other debts and liabilities related to the Contract,

(ii) complete payment of any applicable charges and fees in connection with the Contract, and

(iii) release of any and all liens.

Sub-Clause 14.13: Issue of Final Payment Certificate
After the end of Sub-Clause 14.13, add the following:

“Whenever throughout the life of the Contract before and at the time of final payment any monies or credits become or are owed or payable by the Contractor to the Employer the Employer shall have the right to recover such amounts by either of the following methods or a combination of these methods:
(c) deduction from monies due and payable to the Contractor or later becoming due and payable to the Contractor and/or
(d) recovery from the Contractor’s surety or sureties.”

Sub-Clause 14.15: Currencies of Payment
Replace the entire Sub-Clause 14.15 with the following:

The Contract Price shall be paid in the currency or currencies in which the bid price was expressed in the Letter of Bid. If more than one currency is so named, payments shall be made as follows:
(a) payment of the damages specified in GC 8.7, shall be made in the currencies and proportions specified in the Letter of Bid;
(b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
(c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
(d) the applicable rates of exchange shall be those prevailing on the Base Date and determined by the central bank of the Country.

Clause 15: Termination by Employer

Sub-Clause 15.6: Corrupt or Fraudulent Practices
Replace the entire Sub-Clause 15.6 with the following:

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer].

Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work, then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor’s Personnel].

Clause 18: Insurance
Sub-Clause 18.1: General Requirements for Insurances
Delete the full stop at the end of last paragraph and add the words “acceptable to the Employer.”

Sub-Clause 18.2: Insurance for Works and Contractor’s Equipment
After the end of this Sub-Clause add the following paragraph:

“Insurances under this Sub-Clause shall provide for full reinstatement cost and profit to be payable in types and proportions of currencies required to rectify the loss or damages incurred.”

Sub-Clause 18.3: Insurance against Injury to Persons and Damage to Property
After the end of this Sub-Clause, add the following:

“Insurances under this Sub-Clause shall be effected with any reputed Insurance Company having a registered office in Sri Lanka.”

Clause 20: Claims, Disputes and Arbitration

Sub-Clause 20.6: Arbitration
Replace the entire Sub-Clause 20.6 with the following:

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

(a) Since the contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), the arbitration shall be International arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force; by one or more arbitrators appointed in accordance with said arbitration rules.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.]
Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.
SECTION IX. ANNEX TO THE PARTICULAR CONDITIONS - CONTRACT FORMS

Table of Forms

Letter of Acceptance
Contract Agreement
Performance Security
Advance Payment Security
Retention Money Security
Letter of Acceptance
[Insert letterhead paper of the Employer]

[Insert date]

To: [Insert name and address of the Contractor]

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the Contract Data] for the Accepted Contract Amount of the equivalent of [insert amount in words and figures] [insert name of currency], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents.

Authorized Signature: ____________________________________________
Name and Title of Signatory: _______________________________________
Name of Agency: _________________________________________________

Attachment: Contract Agreement
**Contract Agreement**

THIS AGREEMENT made the [insert day] day of [insert month], [insert year], between [insert name of the Employer] (hereinafter “the Employer”), of the one part, and [insert 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 Bid 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.

   (i) the Contract Agreement,
   (ii) the Letter of Acceptance,
   (iii) the Contractor’s Technical Bid
   (iv) the Contractor’s Price Bid
   (v) Addenda
   (vi) the Particular Conditions – Part A, Contract Data
   (vii) the Particular Conditions – Part B, Specific Provisions
   (viii) the General Conditions,
   (ix) the Special Provisions for ICTAD Standard Technical Specifications,
   (x) the ICTAD Standard Technical Specifications,
   (xi) the Drawings,
   (xii) the completed Schedules and Table of Adjustment Data for Local Currencies; and
   (xiii) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
   (xiv) Form DEC – Declaration as to the origin of goods & services and the eligibility of supplier(s).

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

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 [insert the laws 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

(Demand Guarantee)

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of the 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 [insert name of the contract and brief description of the 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 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] ([$insert amount in words$]), 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 its demand or the sum specified therein.

This guarantee shall expire, no later than the [insert the day] day of [insert month], [insert year], and any demand for payment under it must be received by us at this 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, 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.]
Advance Payment Security

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and address of the 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 of the contract] with the Beneficiary, for the execution of [insert name of contract and brief description of Works] (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]) 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

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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], [insert year], 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 is for use in preparing this form and shall be deleted from the final product.]
Retention Money Security

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of Employer]

Date: [Insert date of issue]

RETENTION MONEY 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 [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money 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]) 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 show grounds for its demand or the sum specified therein.

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 second half of the Retention Money as referred to above has been credited to the Applicant on its account number [insert account’s number] at [insert name and address of Applicant’s bank].
This guarantee shall expire no later than the [insert day] day of [insert month], [insert year], and any demand for payment under it 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, 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.]