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Invitation for Bids

HIGH COMMISSION OF INDIA

GRANT NUMBER Col/Com/228/4/2016

Jaffna Cultural Centre

1. Jaffna Cultural Centre will be built under the full grant assistance of the Government of India at an estimated cost of LKR 1200 million (app INR 60 crore).
2. High Commission of India invites sealed bids under the Competitive Bidding procedure, from eligible and qualified bidders for construction of the above mentioned buildings, the scope of which is briefly described below. The Language of the Bidding Documents is English.

Work Sections	Brief Scope of Work	Contract Period
Stage 1	The construction comprises of an eleven storied tower, 600-seat auditorium and a two storied museum. Total floor area of the construction is approximately 10,000 m ² . The Work comprise of structural work, architectural finishing work and all related building services including external works.	18 months
Stage 2	Interior works for the Jaffna Cultural centre including but not limiting furniture, furnishing and supply and installation of operational equipment, audio system, stage lighting system, special architectural lighting and other stage equipment. Stage 1 & 2 Will be given to one Contractor and stage 2 can be started before completion of the stage 1 keeping total project completion within 24 months.	6 months

3. To be eligible for contract award,

- a) The successful bidder shall not have been blacklisted in Sri Lanka or India by the respective authorities.
- b) Bidder shall be single entity and no Joint Ventures are allowed.
- c) Bidder shall have valid business registration in Sri Lanka or India. More than 50% of the ownership of the bidder's entity shall be held by Citizens of Sri Lanka or India. Bidders from Sri Lanka shall be Contractors registered with the Institute for Construction Training and Development (ICTAD) as C1 Contractors under Building Construction. Indian contractors who are eligible as per the tender conditions to undertake above value work can bid.

- d) Shall have an average annual turnover of the bidder in Building Construction as the prime contractor during last 5 financial years should be more than US\$ 7.40 million or LKR 960 million or INR 48 crore

AND

Shall have successfully completed in last 5 (five) years ending last day of the month previous to the one in which tenders are invited;

One similar work of minimum US\$ 7.40 million or INR 48 crore or LKR 960 million

OR

Two similar works of minimum US\$ 5.50 million or INR 36 crore or LKR 720 million each

OR

Three similar works of minimum US\$ 3.70 million or INR 24 crore or LKR 480 million each.

Similar work shall mean work of "R.C.C. framed structure, multi-storeyed building minimum ground Floor + 5 (Five) upper storeys including masonry, finishing work, plumbing works, Internal electrical installation all composite executed under one agreement".

AND

Shall fulfill the requirements given in the section II – Evaluation and Qualification Criteria

(Rate of exchange for calculating past experience and turnover shall be: 1 USD = LKR 130, 1 INR = LKR 2.00, 1 USD = 65 INR)

- 4. Qualification requirements to be eligible for award of a contract includes experience in similar works, availability of specific qualified technical personnel, equipment, and financial capability, all as described in Section II of the Bidding Documents.

- 5. A complete set of Bidding Documents in English language may be purchased by interested applicants on submission of a written application to the Project Officer, High Commission of India, 36-38, Galle Road, Colombo 03 or Office of Director(DPA), 3119, B Block, Ministry of External Affairs, Jawaharlal Nehru Bhawan, 23-D, New Delhi from 8th September 2015.to 6th October 2015 from 0900hrs to 1700hrs upon payment of a non-refundable fee of LKR 20,000.00 or INR 10,000.00 . Method of payment will be cash or Demand Draft only.

6. Completed Bidding Documents shall be addressed to the Second Secretary (Development Cooperation), High Commission of India marked as given in the Bidding Document and delivered in triplicate to Project Officer, High Commission of India, 36-38, Galle Road, Colombo 03 on or before 1500 hrs of 19 October 2015 .
7. Interested contractors may obtain further information from the Second Secretary (DC), High Commission of India, 36-38, Galle Road, Colombo 03 on dc.colombo@mea.gov.in

High Commission of India,
36-38, Galle Road,
Colombo 03.

Section I – Instructions to Bidders

Instructions to Bidders

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A. General		
1. Scope of Bid	1.1.	<p>The Employer, Second Secretary (Development Corporation), High Commission of India wishes to receive bids for the construction of Works and remedying defects as described in this document hereinafter referred to as “ the Works”.</p> <p>Name of the Bid – Construction and completion of Jaffna Cultural Centre</p> <p>Identification Number – No. Col/Com/228/4/2010</p> <p>Employer – High Commission of India, Colombo</p>
	1.2.	<p>Throughout these Bidding Documents:</p> <p>(a). the term “in writing” means communicated in written form and delivered against receipt;</p> <p>(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</p> <p>(c). “day” means calendar day.</p>
2. Source of Funds	2.1.	<p>Source of Funds is from the Government of India as per the memorandum of agreement signed between Government of Democratic Socialist Republic of Sri Lanka and Government of India for the Construction of a Cultural Centre at Jaffna.</p>
3. Eligible Bidders	3.1.	<p>A Bidder shall be a firm that is a single entity. Joint Ventures / consortium are not accepted.</p>
	3.2.	<p>A Bidder shall be a firm incorporated in Sri Lanka or India. More than 50% of the ownership of the bidder’s entity shall be held by Citizens of Sri Lanka or India.</p>
	3.3.	<p>To be eligible for contract award, the successful bidder;</p> <p>shall have an average annual turnover of the bidder in Building Construction as the prime contractor during last 5 financial years should be more than US\$ 7.40million or LKR 960 million or INR 48 crore</p> <p>AND</p> <p>Shall have successfully completed in last 5 (five) years ending last day of the month previous to the one in which tenders are invited;</p> <p>One similar work of minimum US\$ 7.40 million or INR 48 crore or LKR 960 million</p> <p>OR</p> <p>Two similar works of minimum US\$ 5.50million or INR 36 crore or LKR 720 million each</p>

		<p>OR</p> <p>Three similar works of minimum US\$ 7.40 million or INR 24 Crore or LKR 480 million each.</p> <p>Similar work shall mean work of “R.C.C. framed structure, multi-storeyed building minimum ground Floor + 5 (Five) upper storeys including masonry, finishing work, plumbing works, Internal electrical installation all composite executed under one agreement”.</p> <p>AND</p> <p>shall hold a valid business registration in Sri Lanka or India.</p> <p>More than 50% of the ownership of the bidder’s entity shall be held by Citizens of Sri Lanka or India.</p> <p>AND</p> <p>Shall fulfill the requirements given in the section II – Evaluation and Qualification Criteria.</p>
<p>4. Eligible Materials, Equipment, and Services</p>	<p>4.1.</p>	<p>Eligible Materials, Equipments and services for the project can be originating from All Countries and All Areas.</p> <p>No taxes, levies / duties including VAT, royalty, shall be levied by GoSL on any activity/work carried out or on any material, machinery or equipment purchased locally or imported from India by the Consultant or contractor(s) appointed in connection with the Project.</p> <p>In case any taxes, duties etc. are levied, they shall be the responsibility of GoSL.</p>

A. Contents of Bidding Documents	
5. Sections of Bidding Documents	<p>The Bidding Documents consist of Volumes 1, 2, 3 and 4, which include all the Sections specified below, and which shall be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>VOLUME 1 – Bidding Procedure</p> <ul style="list-style-type: none"> • Section I - Instructions to Bidders (ITB) • Section II - Evaluation and Qualification Criteria • Section III - Bidding Forms • Section IV - General Conditions (GC) • Section V - Particular Conditions (PC) <ul style="list-style-type: none"> Part A - Contract Data Part B - Specific Provisions • Section VI - Annex to the Particular Conditions - Contract Forms <p>VOLUME 2 – Section VII – Bills of Quantities</p> <p>VOLUME 3 – Section VIII – General and Particular Specification</p> <p>VOLUME 4– Section IX – Tender Drawings</p>
6. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	<p>6.1. A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address given below. 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, including a description of inquiry but without identifying its source.</p> <p>Employers address for clarification of Bidding Documents is :</p> <p style="margin-left: 40px;">Name : Second Secretary(DC) Address : The High Commission of India 36-38, Galle Road, Colombo 03 Country : Sri Lanka Electronic mail address: dc.colombo@mea.gov.in</p>
	<p>6.2. 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.</p>

	6.3.	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.
	6.4.	<p>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. The Bidder is requested to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.</p> <p>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. 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 and not through the minutes of the pre-bid meeting.</p> <p>Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p> <p>A Pre-bid meeting will take place at the following date, time and place: High Commission of India, Colombo Date: 28 September 2015 Time: 1500 hrs</p> <p>Bidders are strongly advised to attend to Pre Bid Meeting (Site will be shown to the bidders on 01 October 2015 by the consultant)</p>
7. Amendment of Bidding Documents	7.1.	At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
	7.2.	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.
	7.3.	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.

B. Preparation of Bids		
8. Cost of Bidding	8.1.	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.
9. Language of Bid	9.1.	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. 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.
10. Documents Comprising the Bid	10.1.	The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 10.2 and the other the Price Bid containing the documents listed in ITB 10.3, both envelopes enclosed together in an outer single envelope.
	10.2.	The Technical Bid shall comprise the following: <ul style="list-style-type: none"> (a). Letter of Technical Bid; (b). Bid Security, in accordance with ITB 16; (c). written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 17.2; (d). documentary evidence establishing the Bidder's qualifications to perform the contract if its Bid is accepted; (e). Technical Proposal in accordance with ITB 14; (f). Bidders shall submit a copy of their business Registration and share holding structure. (g). To support the experience listed in Form EXP – 2(a) and EXP – 2(b) in Section 4, bidders shall submit letters from employer/engineer of past/on-going contracts. (h). A letter from the Bidder addressed to their Banker authorizing the Employer to seek references. (i). All other documentary evidence stated in Forms in Section III
	10.3.	The Price Bid shall comprise the following: <ul style="list-style-type: none"> (a). Letter of Price Bid; (b). completed Price Schedules, in accordance with ITB 11 and 12; and bills of Quantities as per section IV (c). Any other document required;

11. Letters of Bid and Schedules	11.1.	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 III, Bidding Forms. All blank spaces shall be filled in with the information requested.
12. Bid Prices and Discounts	12.1.	Unless otherwise stated in the bidding documents, the Contract shall be for whole Works as described in Scope of Bid, based on the unit rates and prices in the Bill of Quantities and Letter of Price Bid submitted by the bidder.
	12.2.	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. The bid which is substantially responsive but it contains items stating specifically marked “not priced” or similar wording, 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.
	12.3.	The rates and prices quoted by the Bidder are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	12.4.	The rates, prices and the total Bid Price submitted by the Bidder shall be inclusive of 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. However, bidder shall note that No taxes, levies/duties including VAT, royalty, shall be levied by GoSL on any activity/work carried out or on any material, machinery or equipment purchased locally or imported from India by the Consultant or contractor(s) appointed in connection with the Project.
13. Currencies of Bid and Payment	13.1.	The currency of the Bid shall be US\$ only.
14. Documents Comprising the Technical Proposal	14.1.	The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section III, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the scope of work and the completion time.

15. Period of Validity of Bids	15.1.	Bids shall remain valid for the period of 180days after the Bid submission deadline date prescribed by the Employer. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
	15.2.	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 forty-five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of extension and in compliance with clause ITB 16 in all respects.
16. Bid Security	16.1.	The Bidder shall furnish as part of its Technical Bid, a Bid Security LKR 24,000,000.00 or INR 12,000,000.00 or US \$ 186,600.00
	16.2.	<p>The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> (a). an unconditional guarantee issued by a bank in Sri Lanka or Nationalised Bank in India; (b). a Demand Draft <p>If the unconditional guarantee is issued by a financial institution located outside Sri Lanka, the issuing financial institution shall have a correspondent financial institution located in Sri Lanka 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 III, 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 forty five (45) days beyond the original validity period of the Bid, or beyond any period of extension.</p>
	16.3.	Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as nonresponsive.
	16.4.	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.
	16.5.	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 Security.
	16.6.	<p>The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> (a). if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of

		<p>Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or</p> <p>(b). if the successful Bidder fails to:</p> <ol style="list-style-type: none"> i. sign the Contract in accordance with ITB 37; or ii. furnish a Performance Security in accordance with ITB 38.
17. Format and Signing of Bid	17.1.	The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 10 and clearly mark them “ORIGINAL – TECHNICAL BID” and “ORIGINAL – PRICE BID”. In addition, the Bidder shall submit two copies of the Technical and Price Bids and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
	17.2.	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. The written confirmation of authorization to sign on behalf of the Bidder shall be organizational document, board resolution or its equivalent, or notarized power of attorney specifying the representative’s authority to sign the Bid on behalf of the Bidder 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 initialled by the person signing the Bid.
	17.3.	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
C. Submission and Opening of Bids		
18. Sealing and Marking of Bids	18.1.	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 in separate sealed envelopes, duly marking the envelopes as “ORIGINAL – TECHNICAL BID”, “ORIGINAL – PRICE BID”, “COPY – TECHNICAL BID”, “COPY – PRICE BID”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
	18.2.	The inner and outer envelopes shall: <ol style="list-style-type: none"> (a). bear the name and address of the Bidder; (b). be addressed to the Employer in accordance with ITB 19.1; and (c). bear the specific identification number of this bidding process as per ITB 1.1
	18.3.	The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning that they are not to be opened prior to the time and date for the opening of Technical Bid.

	18.4.	The inner envelopes containing the Price Bid shall bear a warning that they are not to be opened until advised by the Employer, in accordance with ITB 22.7.
	18.5.	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.
	18.6.	The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 7, 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 extended.

<p>19. Deadline for Submission of Bids</p>	<p>19.1.</p>	<p>Bids must be received by the Employer at the address and no later than the date and time specified below.</p> <p>Employer’s Address for Bid submission: High Commission of India 36-38, Galle Road, Colombo 03.</p> <p>The deadline for Bid submission is:</p> <p>Date: 19 October 2015 Time: 1500 hrs</p> <p>Electronic bid submission will not be permitted. Bid Document must be submitted in signed hard copy form. Additional electronic copy of BOQ shall be prepared in Excel format which should be completed and submitted with the hard copy of Price bid. In case of an ambiguity between soft copy and signed hard copy, the contents in the signed hard copy shall prevail.</p>
<p>20. Late Bids</p>	<p>20.1.</p>	<p>The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 19. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p>21. Withdrawal, Substitution, and Modification of Bids</p>	<p>21.1.</p>	<p>Once bids submitted no withdrawal, substitution or modification is not permitted.</p>
<p>22. Bid Opening</p>	<p>22.1.</p>	<p>Except in the cases specified in ITB 20, the Employer shall publicly open and read out in accordance with ITB 22.2 all Technical Bids received by the deadline, at the date, time and place specified bellow in the presence of Bidders’ designated representatives and personnel authorized by the Employer. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.</p> <p>High Commission of India 36-38, Galle Road, Colombo 03.</p> <p>Date and time for opening of Technical Bids is:</p> <p>Date: 19 October 2015 Time: 1530 hrs</p>
	<p>22.2.</p>	<p>All other envelopes holding the Technical Bids shall be opened one at a time, reading out:</p> <ul style="list-style-type: none"> (a). the name of the Bidder; (b). the presence or absence of a Bid Security; and (c). any other details as the Employer may consider appropriate. <p>Only 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.</p>

	22.3.	The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder 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.
	22.4.	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.
	22.5.	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.
	22.6.	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.
	22.7.	All envelopes containing Price Bids shall be opened one at a time, reading out: (a). the name of the Bidder; (b). the Bid Prices, including any discounts and (c). any other details as the Employer may consider appropriate. Only Price 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.
	22.8.	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, any discounts. 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.

D. Evaluation and Comparison of Bids		
23. Confidentiality	23.1.	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.
	23.2.	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.
	23.3.	Notwithstanding ITB 23.2, 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.
24. Clarification of Bids	24.1.	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 30.
	24.2.	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.
25. Deviations, Reservations, and Omissions	25.1.	During the evaluation of Bids, the following definitions apply: <ul style="list-style-type: none"> (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.
26. Preliminary Examination of Technical Bids	26.1.	The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 10.2 have been provided, and to determine the completeness of each document submitted.
	26.2.	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. <ul style="list-style-type: none"> (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 14;
27. Qualification of the Bidder	27.1.	The Employer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section II, Evaluation and Qualification Criteria, during the evaluation of Technical Bids.
	27.2.	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
28. Determination of Responsiveness of Technical Bid	28.1.	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 10.2.
	28.2.	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.
	28.3.	The Employer shall examine the Technical Bid submitted in accordance with ITB 14, Technical Proposal, in particular, to confirm that all requirements of Section II and III, Works Requirements have been met without any material deviation, reservation or omission.
	28.4.	If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
29. Non material Non conformities	29.1.	Provided that a Bid is substantially responsive, the Employer may waive any non-conformities in the Bid that do not constitute a material deviation, reservation, or omission.
	29.2.	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.

	29.3.	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 II, Evaluation and Qualification Criteria.
30. Correction of Arithmetical Errors	30.1.	<p>Provided that the bid is substantially responsive and after opening the price bid, the Employer shall correct arithmetical errors on the following basis:</p> <p>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;</p> <p>(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</p> <p>(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.</p>
	30.2.	Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1, shall result in the rejection of the Bid.
31. Subcontractors	31.1.	<p>The Employer does intend to execute specific elements in Stage II of the Works by subcontractors selected in advance by the Employer (nominated subcontractors). Provisional list of items are as flows.</p> <p>a) Stage Lighting, Fly bar, Communication system and Sound system for the stage</p> <p>b) Signage, blinds and tats, informational display stands and</p> <p>c) Conference room sound system, projectors and screens for multimedia library and conference facility</p> <p>d) Sculptures and Art work</p> <p>e) Acoustic wall and ceiling for Auditorium</p> <p>f) Supply of sanitary fittings, tap fittings accessories and light fittings</p> <p>g) Landscaping works</p>
32. Evaluation of Price Bids	32.1.	The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	32.2.	<p>To evaluate a Price Bid, the Employer shall consider the following:</p> <p>(a). the Bid Price, excluding Provisional Sums and the</p>

		<p>provision, if any, for contingencies in the Summary Bill of Quantities, but including Day-work items, where priced competitively;</p> <p>(b). price adjustment for correction of arithmetic errors in accordance with ITB 30.1;</p> <p>(c). price adjustment due to discounts offered;</p> <p>(d). price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3;</p> <p>(e). the additional evaluation factors specified in Section II, Evaluation and Qualification Criteria;</p>
	<p>32.3.</p>	<p>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.</p>

33. Comparison of Bids	33.1.	The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 32.2 to determine the lowest evaluated Bid.
34. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	34.1.	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.
E. Award of Contract		
35. Award Criteria	35.1.	Subject to ITB 34.1, 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.
36. Notification of Award	36.1.	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.
	36.2.	After a contract has been determined to be eligible for financing under Indian grant, the following information may be made public by Government of India: (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). Award date and amount of the contract.
	36.3.	Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
	36.4.	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 36.1, requests a debriefing.
37. Signing of Contract	37.1.	Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
	37.2.	Signing of the Contract shall be done jointly by the Employer and the successful Bidder at a place, date and time to be decided by the Employer. The Bidder shall submit the Performance Security within 28 days of receiving Notification of Award through the

		<p>Letter of Acceptance and signing of the Contract shall be done within 28 days of accepting the Performance Security by the Employer.</p> <p>If applicable, Stamp duty for signing the contract if any shall be borne by the Contractor.</p>
38. Performance Security	38.1.	<p>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 32.3, using for that purpose the Performance Security Form included in Section VI, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer from Commercial bank operating in Sri Lanka or a Branch or corresponding bank of a Nationalised Bank in India.</p>
	38.2.	<p>Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>

Section II – Evaluation and Qualification Criteria

Section II – Evaluation and Qualification Criteria

Notes on Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. In accordance with ITB 27 and ITB 32, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section III, Bidding Forms.

Table of Criteria

1. Evaluation.....
1.1. Evaluation of Technical Bids.....
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2.2. Historical Contract Non-Performance
2.3. Financial Situation.....
2.4. Experience
2.5. Financial Resources

Evaluation and Qualification Criteria

1. Evaluation

1.1.1. Evaluation of Technical Bids

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 this document and hereunder.

Personnel

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

No.	Position	Qualifications	Number of Personnel	Experience in Construction works (Years)
1	Project Manager	Civil Engineering Degree or equivalent with Corporate Membership of recognized Professional Body	1	15
2	Project Engineer (M & E)	Electrical or Mechanical or Building Services Engineering Degree or equivalent	1	8
3	Project Engineer (Civil)	Civil Engineering Degree or equivalent	1	8
4	Technical Officer	NCT/ Diploma in Engineering or Equivalent	5	5

The Bidder shall provide details of the proposed personnel and their experience records in Form PER-1 and Form PER-2 in Section III, Bidding Forms.

In addition to the above, the successful bidder, on receipt of a Letter of Intent to award the work but before receiving a Letter of Award or signing the Contract Agreement, would hire the following additional personnel:

No.	Position	Qualifications	Experience in Construction works (Years)	No. of personnel	Minimum experience of working in Sri Lanka (Years)
1	Project Engineer (Civil)	Civil Engineering Degree	8	1	4
2	Quantity Surveyor	Quantity Surveying Degree	8	1	4

In case of non-compliance of the above by the successful bidder within 02 weeks of the issuance of a Letter of Intent to award the work, the employer reserves the right to cancel the Letter of Intent and forfeit the Bid Security.

Bidders are advised to note that, approval would not be granted for substitution of personnel proposed for the above key positions, after award of the Contract, except under very exceptional circumstances. In such an event the Contractor would be required to propose a replacement with equal or better qualification and experience for approval of the Employer.

Equipment

The Bidder must demonstrate that it has and owns the key equipment listed hereafter:

No	Equipment Type and Characteristics	Minimum Number required
1	Tower crane	01
2	Mobile crane (20 ton)	02
3	Backhoe (1.5m ³ bucket size)	02
4	Dump truck (5m ³)	04
5	Goods hoist	02
6	Passenger hoist	01
7	Concrete mixer (10/7)	01
8	Ready Mix Concrete Pump	01

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section III, Bidding Forms.

Evaluation of Price Bids

In addition to the criteria listed in ITB 32.2 (a) – (c) the following criteria shall apply:

1.2.1. Quantifiable Nonmaterial Nonconformities and Omissions

The evaluated cost of quantifiable non-conformities is determined as follows:

Pursuant to ITB 29.3, 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 12.2 which shall be treated in accordance with said clause.

If the Bidder has omitted or failed to price any of the BOQ items, it is to be taken as un-priced. However if the Bidder is successful in winning the award, he shall undertake to carry out all the works under such items without receiving any payments for them.

For comparison of the evaluated Bid Price of any Bid with un-priced items, the evaluation committee shall re-price this Bid by inserting rates for the un-priced items determined as follows:

- (a). The rates for the particular items quoted by all the other substantially responsive Bidders shall be noted.
- (b). Any unduly low or high rates shall be excluded.
- (c). Average of the balance quoted rates shall be worked out and used to price the un-priced items.

2. Qualification

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section III, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the Sri Lankan Rupees (LKR), INR or 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.

Rate of exchange for experience and turnover shall be: 1 USD = LKR 130, 1 INR= LKR 2.00, 1 USD = 65 INR. Any other exchange rate requirements not given, publicly available source, Central Bank of Sri Lanka selling rate acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer. Bidder to state the exchange rate used very clearly in the form.

Eligibility and Qualification Criteria				Documentation
No.	Factor	Requirement	Single Entity	Submission Requirement
Eligibility				
2.1.1	Nationality	Nationality in accordance with ITB 3.3	Must meet requirement	Forms ELI – 1 and 2, with attachments
2.1.2	Conflict of Interest	No conflicts of interest	Must meet requirement	State in Letter of Bid
2.1.3	Business Registration	Business Registration in India or Sri Lanka	Must meet requirement	Business Registration

Eligibility and Qualification Criteria				Documentation
No.	Factor	Requirement	Single Entity	Submission Requirement
Historical Contract Non-Performance				
2.2.1	History of Non-Performing Contracts	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of contractor's default since 1 st January 2009	Must meet requirement	Form CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than 50 % of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement	Form CON
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱⁱ⁾ since 1 st January 2009.	Must meet requirement	Form CON

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 Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

(ii) This requirement also applies to contracts executed by the Bidder as a JV member.				
(iii) The Bidder shall provide accurate information on the related Bidding 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 Bidder or any member of a joint venture may result in failure of the Bid.				
Eligibility and Qualification Criteria			Documentation	
No.	Factor	Requirement	Single Entity	Submission Requirement
Financial Situation				
2.3.1	Financial Performance	The audited balance sheets for the last 5 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Form FIN –1 with attachments
2.3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of LKR 960 / INR 46 CRORE / US\$ 7.40 million calculated as total certified payments received for contracts in progress and/ or completed, within the last five years, divided by five years.	Must meet requirement	Form FIN – 2

Eligibility and Qualification Criteria			Documentation	
No	Factor	Requirement	Single Entity	Submission Requirement
Experience				
2.4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor (single entity), for at least the last five years, starting 1 st January 2009	Must meet requirement	Form EXP – 1
2.4.2 (a)	Specific Construction Experience	A minimum number of similar contracts that have been satisfactorily and substantially completed within the stipulated time as a prime contractor (single entity) between 1st January 2009 and Bid submission deadline.	Must meet requirement	Form EXP – 2(a)
Notes for the Bidder:				
(i) Management Contract where the bidder has done only the management and not general Construction work should not be included in the EXP form. 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 the tender. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted. Similar works shall be Similar work shall mean work of “R.C.C. framed structure, multi-storeyed building minimum ground Floor + 5(Five) upper storeys including masonry, finishing work, plumbing works, Internal electrical installation all composite executed under one agreement”.

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

(iv) For contracts under which the Bidder participated as a JV member, only the Bidder’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 Bidder participated as a JV member or subcontractor, only the Bidder’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.

Eligibility and Qualification Criteria			Documentation	
No.	Factor	Requirement	Single Entity	Submission Requirement
Financial Resources				
2.5.1	Financial Resources	(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 LKR 480 million / INR 24 crore / US \$ 3.70 for the subject contract(s) net of the Bidders other commitments.	Must meet requirement	Form FIR – 1
		(ii) The Bidders shall also demonstrate, to the satisfaction of the	Must meet requirement	Form FIR – 1 and FIR – 2

		Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.		
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Section III – Bidding Forms

Section III – Bidding Forms

Notes on Bidding Forms
<p>This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.</p>

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Letter of Technical Bid

Date: _____

Grant Agreement No.: [insert No of grant]

Reference ID No.: [insert No of Ref. ID]

To: High Commission of India
36-38, Galle Road, Colombo 03.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____ issued in accordance with Instructions to Bidders (ITB)8;
- (b) We offer to execute in conformity with the Bidding Document the following Works:
- Construction of Jaffna Cultural Centre comprising of 600 seat Auditorium, Cultural Museum, 11 Storied Building with all External Works and Interior works.
- (c) Our bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 *calendar* days from the date fixed for the bid submission deadline 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;
- (d) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 3.3;
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest.
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process; and
- (g) We, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by Government of India or Sri Lanka.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

Letter of Price Bid

Date: _____

Grant Agreement No.: [insert No of grant]

Reference ID No.: [insert No of Ref. ID]

To: High Commission of India,
36-38, Galle Road, Colombo 03.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____ issued in accordance with Instructions to Bidders (ITB)7;
- (b) We offer to execute in conformity with the Bidding Document and Technical Bid submitted for the following Works:
- Construction of Jaffna Cultural Centre comprising of 600 seat Auditorium, Cultural Museum, 11 Storied Building with all External Works and Interior works
- (c) The total price of our bid, excluding any discounts offered in item (d) below is: _____;
- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, 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 Document;
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, 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 _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

- (i) Dated on _____ day of _____, _____

Bill of Quantities

Bill of Quantities is given as a separate Volume 2.

Technical Proposal

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Safety Plan
- Personnel
- Equipment
- Others

Site Organization

[Insert Organization Information]

Method Statement

[Insert Method Statement]

Mobilization Schedule

[Insert Mobilization Schedule]

Construction Schedule

[Insert Construction Schedule]

Safety Plan

[Insert Safety Plan]

Quality Assurance Plan

[Insert Quality Assurance Plan]

Environmental Management Action Plan

[Insert Environmental Management Action Plan]

Sub-Contractor Schedule

[Insert Schedule of Sub-contractors]

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 II, Evaluation and Qualification Criteria, Clause 1.1.2]

1	<i>Title of position*</i>
	<i>Name</i>
2	<i>Title of position*</i>
	<i>Name</i>
3	<i>Title of position*</i>
	<i>Name</i>
4	<i>Title of position*</i>
	<i>Name</i>

*As listed in Section II

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:]

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]

From	To	Company / Project / Position / Relevant technical and management experience

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 the capability to meet the requirements for the key equipment listed in Section II, Evaluation and Qualification Criteria, Clause 1.1.3. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]

Item of equipment			
Equipment information	Name of manufacturer		Model and power rating
	Capacity		Year of manufacture
Current status	Current location		
	Details of current commitments		
Source	Indicate source of the equipment		
	<input type="checkbox"/> Owned	<input type="checkbox"/> Rented	<input type="checkbox"/> Specially manufactured
			<input type="checkbox"/> Leased

Omit the following information for equipment owned by the Bidder

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

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section II, 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 FIR	- 1,	Financial Resources
Form FIR	- 2,	Current Contract Commitments

Form ELI -1: Bidder Information Form

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

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

[Bidders shall provide the following information:]

Bidder's legal name <i>[insert full name]</i>
Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Bidder's legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[inset street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
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 3.2. 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]

1. History of Non-Performing Contracts

Non-Performing Contracts			
<p>€ Contract non-performance did not occur since 1st January <i>[insert year]</i>, in accordance with the Prequalification criteria or Section II, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.</p> <p>€ Contract(s) not performed since 1st January <i>[insert year]</i>, in accordance with the Prequalification criteria or Section II, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below:</p>			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$. equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<p>Contract Identification: <i>[insert complete contract name, number, and any other identification]</i> <i>Name of Employer: [insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Reason(s) for non-performance: <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>

2. Pending Litigation

Pending Litigation				
<p>€ No pending litigation in accordance with the Prequalification criteria or Section II, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate.</p> <p>€ Pending litigation in accordance with the Prequalification criteria or Section II, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate, is indicated below:</p>				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$. equivalent)
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<p>Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></p> <p>Name of Employer:<i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/ city/ country]</i></p> <p>Matter in dispute:<i>[indicate main issues in dispute]</i></p> <p>Status of dispute:<i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	

3. Litigation History

Litigation History		
<p>€ No court/arbitral award decisions against the Bidder since 1st January [insert year], in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub- Factor 2.2.3, as appropriate.</p> <p>€ Court/ arbitral award decisions against the Bidder since 1st January [insert year], in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, are indicated below:</p>		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$. equivalent)
[insert year]	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Employer: [insert full name]</p> <p>Address of Employer: [insert street/city/country]</p> <p>Matter in dispute: [indicate main issues in dispute]</p> <p>Party who initiated the dispute: [indicate “Employer” or “Contractor”]</p> <p>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</p>	[insert amount]

Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder.]

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					
Type of Financial information in (currency)	Historic information for previous five years (amount in currency, currency, exchange rate, US\$ equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
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)					

2. Financial Documents

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

- (a). reflect the financial situation of the Bidder 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 five 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 Building Construction Turnover

[The following table shall be filled in for the Bidder]

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

Annual Turnover Data (Building Construction only)			
Year	Amount and Currency	Exchange Rate	USD Equivalent
Average Annual Construction Turnover *			

* Total US\$ equivalent for all years divided by the total number of years, in accordance with the qualification criteria or Section II, 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]

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 II, Evaluation and Qualification Criteria, Sub-Factor 2.2 (Following Prequalification), or Sub-Factor 2.5.1 (Without Prequalification), as appropriate.]

Financial Resources		
No.	Source of financing	Amount (US\$. equivalent)
1		
2		

Form FIR -2: Current Contract Commitments

[The following table shall be filled in for the Bidder]

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

[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 2.2 (Following Prequalification), or Sub-Factor 2.5.1 (Without Prequalification), as appropriate.]

Current Contract Commitments					
No.	Name of Contract	Employer’s Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$. Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$./month]
1					
2					
3					

Form EXP -1: General Construction Experience

[The following table shall be filled in for the Bidder]

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 [number] years pursuant to Section II, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]

General Construction Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[Indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief description of the Works performed by the Bidder: <i>[describe Works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and LKRs. equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor (single entity or JVmember)" or "Subcontractor" or "ManagementContractor"]</i>

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 II, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(a).]

Contract of Similar Size and Nature			
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information		
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award Date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Completion Date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract	Prime Contractor		
	Single entity €	JV member €	
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>		LKRs. <i>[insert exchange rate and total contract amount in LKRs equivalent]</i>
If member in a JV, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount and currency(ies)]</i>	LKRs. <i>[insert exchange rate and total contract amount in LKRs equivalent]</i>
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area]</i>		

E-mail:	<i>codes</i> <i>[insert E-mail address, if available]</i>
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section II:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/ technology involved in the contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Works Requirements]</i>

FORM OF BID SECURITY

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

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

Beneficiary: -----

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

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

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

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

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

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

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

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

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

[signature(s)]

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

Section IV – General Conditions of Contract

(Two-Envelope Bidding)

Section IV – 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”). 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.

Any Bidder who wishes to buy the 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 may do so online from the fidic.org website.

Conditions of Contract shall be read in conjunction with the Contract Data / Particular Conditions provided under Section V of the Bidding Document.

Note: We may not be able to give the FIDIC condition of contract in this document as its copyright by FIDIC. The changes in the FIDIC’s condition of contract is given in contract data of particular condition in Section-V

Section V – Particular Conditions

Section V – 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

Conditions	Sub- Clause	Data
Employer's name and address	1.1.2.2 & 1.3	<p>Name: The High Commission of India</p> <p>Address: The High Commission of India 36-38, Galle Road, Colombo 03</p>
Engineer's name and address	1.1.2.4 & 1.3	<p>Name and Address of the engineer:</p> <p>Team Architrave 55, 5th Lane, Colombo-3</p>
Time for Completion	1.1.3.3	<p>Sectional Completion – Stage 1 All building works (Piling, Concrete works, Building services, Architectural finishing works, external works and that are not listed under interior works is 540 Days.</p> <p>Sectional Completion – Stage 2 Time for Completion Interior works is 180 Days (Loose Furniture, furnishing, Auditorium light & sound system, Architectural lighting works, artefacts, artwork and soft landscaping Works).</p> <p>Completion of the Total Project is 720 Days. The Contractor can start stage 2 work before completion of the Stage 1 work with the approval of the Engineer.</p>
Defects Notification Period	1.1.3.7	Defects Notification Period is 365 Days
Ruling law	1.4	Any dispute or difference regarding the interpretation of the provisions of the Agreement/Contract shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations within a period of six months, either party may refer the dispute to arbitration. The number of arbitrators shall be one and the place of arbitration shall be Colombo unless the proceedings are in accordance with the Indian Arbitration and Conciliation Act, 1996, in which case the place of arbitration shall be in Delhi. The language of the Tribunal shall be English. The cost shall be borne

		<p>by the parties equally unless otherwise determined by the Arbitral Tribunal.¹</p> <p>The ruling language and the language for communication shall be English.</p> <p>1- In case the contract is awarded to company registered in India/India based Contractor, arbitration shall be conducted in accordance with the Arbitration & Conciliation Act 1996 of India as amended from time to time. However, if the contract is awarded to a company registered outside India nor is the Contractor India-based, arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules as amended from time to time, and the place of arbitration shall be either Delhi or Colombo as agreed between the parties.</p>
Time for access to, and possession of all parts of, the Site	2.1	Within 28 days from the date of the Letter of Acceptance, provided the Performance Guarantee and Insurance Policies to be provided under the Contract had been submitted by the Contractor and accepted by the Employer, and an acceptable detailed time program had been submitted.
Engineer's Duties and Authority	3.1 (B)ii	<p>The Engineer shall keep the Employer informed all Variation in the Contract</p> <p>The Engineer shall obtain the specific approval of the Employer before taking action under the following:</p> <p>(a) In approving all variations where cumulative value of such Variations exceeds US\$ Hundred Thousand (US \$ 100,000.00)</p>
Performance Security	4.2	Five(05)% of the Accepted Contract Amount. It should be valid 60 days beyond the date of completion of the contract
Normal working hours	6.5	<p>08:00 hours to 17:00 hours</p> <p>However, normal working times to be agreed with the Engineer, based on limitations applicable, and the methodology to be adopted for each part of the Works, subject to compliance to regulations of relevant authorities and local labour laws.</p>
Commencement Date	8.1	The Commencement Date shall be 28 days from the date of the Letter of Acceptance.
Programme	8.3	The detailed time programme shall be submitted within 28 days from the date of the Letter of Acceptance.
Delay damages for the Works	8.7	0.1% of the Accepted Contract Amount per Day
Maximum amount of	8.7	10% of the Accepted Contract Amount

delay damages		
Provisional Sums	13.5 (b) (ii)	The percentage applicable would be as indicated in the relevant schedule of the Bills of Quantities.
Adjustments for Changes in Cost	13.8	Adjustment for fluctuation of prices of labour material and plant will not be allowed. The Contract Rates and Price shall include the risk of price fluctuation.
Total Advance Payment	14.2	20% Percentage of the Accepted Contract Amount in the following two installments: 1 st Installment of 10% upon fulfillment of conditions stated in Sub Clause 4.2 of Section 8- Particular Conditions of Contract: Part B-Specific Provisions 2 nd Installment of 10% upon fulfillment of conditions stated in Subclause 4.2 of Section 8- Particular Conditions of Contract: Part B-Specific Provisions Each of the above payments shall be made only after submission of an acceptable Security Guarantee to the Employer through the Engineer as per the Advance Payment Security on demand Guarantee format included in the bidding document.
Repayment amortization rate of Advance Payment	14.2(b)	Deduction shall be made at 12.5% of the Work Done when the 10% advance is released and 22.5% when 20% advance is released to the Contractor.
Percentage of Retention	14.3 (c)	Ten Percent (10%)
Limit of Retention Money	14.3 (c)	5% of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificates	14.6	United States Dollar Three Hundred Thousand (US \$ 300,000.00)
Maximum total liability of the Contractor to the Employer	17.6	Accepted Contract amount
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1	14 days from the date of Letter of Acceptance 28 days from the date of Letter of Acceptance
Minimum amount of third party insurance	18.3	This Amount of insurance per occurrence is: Sri Lankan Rupees Ten Million (LKR 10,000,000.00)
Date by which the DB shall be appointed	20.2	Within 14 days from the day first dispute is recorded by either party
The DB shall be comprised of	20.2	One member
Appointment (if not agreed) to be made by	20.3	Sri Lanka Institute of Architects
Arbitration	20.6 (a)	Any dispute or difference regarding the interpretation of

	(i)	<p>the provisions of the Agreement/Contract shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations within a period of six months, either party may refer the dispute to arbitration. The number of arbitrators shall be one and the place of arbitration shall be Colombo unless the proceedings are in accordance with the Indian Arbitration and Conciliation Act, 1996, in which case the place of arbitration shall be in Delhi. The language of the Tribunal shall be English. The cost shall be borne by the parties equally unless otherwise determined by the Arbitral Tribunal.¹</p> <p>The ruling language and the language for communication shall be English.</p> <p>1- In case the contract is awarded to company registered in India/India based Contractor, arbitration shall be conducted in accordance with the Arbitration & Conciliation Act 1996 of India as amended from time to time. However, if the contract is awarded to a company registered outside India nor is the Contractor India-based, arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules as amended from time to time, and the place of arbitration shall be either Delhi or Colombo as agreed between the parties.</p>
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Part B - Specific Provisions

<p>Sub-Clause 1.3 Communications</p>	<p>Substitute Sub-Clause 1.3 (a) with the following: (a) in writing and delivered by hand (against receipt), sent by mail or courier and also a scanned copy of the signed document transmitted by email. In case of bulky documents, only the covering letter of such submission may be sent by email. At the end of Sub-Clause 1.3, add: <i>For the purpose of communications between the Contractor and the Engineer and vice versa, appropriate forms (where relevant) shall be developed by the Contractor jointly with the Engineer.</i></p>
<p>Sub-Clause 1.15 Inspections and Audit by the Bank</p>	<p>This Sub-Clause is deleted entirely.</p>
<p>Sub-Clause 3.6 Management Meetings</p>	<p>Insert this new Sub-Clause 3.6 at the end of Clause 3: <i>The Engineer or the Contractor’s Representative may require the other to attend a management meeting in order to review the arrangements for future work, or for any other purpose. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.</i></p>
<p>Sub-Clause 4.1 Contractor’s General Obligations</p>	<p>Replace in the third paragraph: “as defined by the Bank” with “as defined by the Loan Agreement between the Bank and the Borrower”.</p>
<p>Sub-Clause 4.2 Performance Security</p>	<p>At the end of first paragraph in Sub-Clause 4.2, add: <i>The performance security shall be in the form of an unconditional “On Demand” bank guarantee in the format given in Section IX, and in proportions in which the Accepted Contract Amount is payable, issued by a reputable commercial bank registered and operating in Sri Lanka or Nationalized Bank in India having branch or Corresponding bank in Sri Lanka.</i> <i>If the guarantee is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka.</i></p>
<p>Sub-Clause 4.4 Subcontractors</p>	<p>Amend first paragraph of Sub-Clause 4.4 as follows: <i>The Contractor shall not subcontract more than forty percent (40%) of the Contract in terms of value.</i></p>

<p>Sub-Clause 4.7 Setting Out</p>	<p>At the end of first paragraph in Sub-Clause 4.7, add: <i>When setting out any part of the Works, the Contractor shall give the Engineer sufficient notice (not less than two weeks) to enable the Engineer also to satisfy himself to the correctness of the setting out, before the Contractor commences construction of the part concerned. However this will not relieve the responsibility of the Contractor for the correct positioning of all parts of the Works.</i></p>
<p>Sub-Clause 4.21 Progress Reports</p>	<p>At the end of the Sub-Clause 4.21, add: <i>(i) each of the obligations in Sub-Clause 4.18, 6.2 and 6.7. These Reports shall be taken up for discussion at the Management Meetings specified under Sub-Clause 3.6. The format of the report shall be as acceptable to the Engineer.</i></p>
<p>Sub-Clause 4.23 Contractor's Operations on Site</p>	<p>At the end of Sub-Clause 4.23, add: <i>If the Contractor fails to attend to any of the above requirements within 28 days of the issue of the Taking-Over-Certificate, then the Employer may dispose of same and/or take any appropriate measures by other means and shall after deducting from the proceeds the costs, charges and expenses of and in connection with such disposal and pay the balance, if any, to the Contractor.</i> <i>The Contractor shall not sell or otherwise dispose of or remove, except for the purpose of the Works, any sand, stone, clay, ballast, rock or other substances or materials which he obtains from any excavation made for the purpose of the Works or any buildings or produce upon the Site during the time he is in the possession of the Site, and all such substance, materials, buildings and produce shall be the property of the Employer or the relevant Government Authority, provided that the Contractor may with the permission in writing of the Engineer use any of the same for the purposes of the Works or dispose of them off the Site at approved locations.</i></p>
<p>Sub-Clause 8.1 Commencement of Works</p>	<p>Delete the first paragraph and sub paragraphs (a), (b), (c) and (d) and substitute the following: The commencement date shall be within 28 days of receipt of the Letter of Acceptance as given in Part A of Contract Data. Prior to the commencement of works at site the following precedent conditions shall be fulfilled.</p> <ol style="list-style-type: none"> a. Submission of the Performance Security in accordance with the Sub-Clause 4.2 of the Particular Conditions of the Contract b. Submission of Insurance policies as required under Sub-clause 18 c. Arrange to take possession of Site d. Submission of Program of Work and Method Statement.

<p>Sub-Clause 8.3 Programme</p>	<p>At the end of the penultimate paragraph, add: <i>Notwithstanding the above, the Contractor should also recommend to the Engineer, practical ways and means of reducing or avoiding the adverse effects on the work, due to such specific probable future events or circumstances which may result in an increase of cost or extension of time for completion of the contract. Correspondingly the Contractor should also submit an amended programme with the objective of keeping to the Time for Completion of the Contract and to the Accepted Contract Amount.</i></p>
<p>Sub-Clause 13.5 Provisional Sums</p>	<p>Amend the first sentence as follows: Each Provisional Sum shall only be used, in whole or in part, or not at all, in accordance with the Engineer’s instructions and the Contract Price shall be adjusted accordingly.</p> <p>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.”</p>

<p>Sub-Clause 14.2 Advance Payment</p>	<p>“The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the first installment of advance payment (10% of the Accepted Contract Amount) after receiving a Statement (under Sub-Clause 14.3 [<i>Application for Interim Payment Certificates</i>]) and after:</p> <p>(a) Execution of the Form of Agreement by the parties hereto; and</p> <p>(b) The Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [<i>Performance Security</i>] and (ii) a guarantee in amounts and currencies equal to the 1st instalment of advance payment.</p> <p>The second (2nd) installment of the advance payment (10% of the Accepted Contract Amount) will be due under separate certification of the Engineer after receiving a Statement (under Sub-Clause 14.3 [<i>Application for Interim Payment Certificates</i>]) and after;</p> <p>(a) The Contractor has satisfied following requirements to commence Works;</p> <p>(i) completion of Contractor’s office and test laboratory including the provision of all required services.</p> <p>(ii) completion of Engineer’s office including furniture, all required services by the Contractor.</p> <p>(iii) Mobilized required plant and Equipment and personal at site by the Contractor.</p> <p>(iv) Submission of statement that showing how the 10% mobilization advance was utilized for the project</p> <p>and,</p> <p>(b) the Employer receives a guarantee in amounts and currencies equal to the 2nd installment of advance payment.</p> <p><i>The Advance Payment security shall be in the form of an unconditional “On Demand” bank guarantee in the format given in Section IX, and in proportions in which the Accepted Contract Amount is payable, issued by a reputable commercial bank registered and operating in Sri Lanka or Nationalized Indian Bank having a branch or corresponding bank in Sri Lanka .</i></p> <p>If the guarantee is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka.</p>
<p>Sub-Clause 14.3 Application for Interim Payment Certificate</p>	<p>In the first sentence of Sub-Clause 14.3 substitute six copies with three (3) copies.</p>
<p>Sub-Clause 14.6 Issue of Interim Payment Certificate</p>	<p>Add the following sentence at the end of subparagraph (b): The amount to be withheld for such non-compliance shall be as determined by the Engineer.</p>

<p>Sub-Clause 14.10 Statement at Completion</p>	<p>In the first sentence of Sub-Clause 14.10 substitute six copies with three (03) copies.</p> <p style="text-align: right;">VIII - 10</p>
<p>Sub-Clause 14.11 Application for Final Payment Certificate</p>	<p>In the first sentence of Sub-Clause 14.11 substitute six copies with three copies.</p> <p>Amend 14.11 (a) and (b) as follows:</p> <ul style="list-style-type: none"> (a) the value of Works certified in the Statement at Completion (b) the values of any authorized additional work (Variations) done during the Defects Notification Period, and (c) any further sums which the Contractor considers to be due to him under the Contract or otherwise which arose in the Defects Notification Period.
<p>Sub-Clause 15.6 Corrupt or Fraudulent Practices</p>	<p>Replace the entire Sub-Clause 15.6 with the following:</p> <p>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].</p> <p>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].</p>

Section VI – Annex to the Particular Conditions (Contract Forms)

Section IV – Annex to the Particular Conditions - Contract Forms

Contents

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 the High Commission of India.

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 Letter of Acceptance;
 - ii. the Letter of Technical Bid ;
 - iii. the Letter of Price Bid
 - iv. the addenda Nos [insert addenda numbers, if any] (if any);
 - v. the Particular Conditions ;
 - vi. the General Conditions;
 - vii. the Specifications, Special Provisions
 - viii. the Standard Specifications
 - ix. the Drawings;
 - x. the completed Schedules; and

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
in the presence of

for and on behalf of the Contractor
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

[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.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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]*)² 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,

²The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

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.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed six months, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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.]