



**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF FOREIGN AFFAIRS, FOREIGN EMPLOYMENT & TOURISM**

**SRILANKA TOURISM DEVELOPMENT AUTHORITY**

**CONSTRUCTION OF THE COMMON ACCESS ROAD AT YALA  
WILD RESORT**

**Contract No: SLTDA/TP&D/W/NCB/Access Road Yala/2025/20**

**National Competitive Bidding (NCB)**

**SRILANKA TOURISM DEVELOPMENT AUTHORITY**

**No.80, Galle Road, Colombo 03**

**November, 2025**

**MINISTRY OF FOREIGN AFFAIRS, FOREIGN EMPLOYMENT & TOURISM**  
**SRILANKA TOURISM DEVELOPMENT AUTHORITY**  
**CONSTRUCTION OF THE COMMON ACCESS ROAD AT YALA WILD RESORT**  
**SLTDA/TP&D/W/NCB/ACCESS ROAD YALA/2025/20**

**INVITATION FOR BIDS (IFB)**  
**National Competitive Bidding (NCB)**

1. The Chairman, Departmental Procurement Committee of Sri Lanka Tourism Development Authority invites sealed proposals from the eligible & qualified Service Providers for CONSTRUCTION OF THE COMMON ACCESS ROAD AT YALA WILD RESORT
2. To be eligible for contract award, the successful bidder shall not have been blacklisted, shall have **ICTAD/ CIDA registration C6 or above** in relevant field as per the qualification criteria.
3. A **per-bid meeting** will be held on **December 16, 2025** with the participation of prospective bidders who wish to attend. (at 11.00 a.m.)
4. Interested bidders may obtain further information from Assistant Director (Procurement), Sri Lanka Tourism Development Authority, 4<sup>th</sup> Floor, No.80, Galle Road, Colombo 03; Telephone 0112426800 (Ext 305/277/303), Electronic mail address: sltdaproc@srilanka.travel and inspect the bidding documents from 09.30 hrs. to 15.30 hrs. on working days at procurement division of SLTDA.
5. A complete set of Bidding Documents in English language will be issued through email, submission of written request (on the applicant's letterhead) with Payment Slip of the non-refundable payment to the email address of sltdaproc@srilanka.travel from **December 9, 2025 to December 23, 2025**.
6. The payment of non-refundable fee **LKR 3,500.00** should be deposited to the Bank **AC No. 7119413**, Bank of Ceylon, Corporate Branch, Sri Lanka Tourism Development Authority (*Note: Please Fill the Depositors Details and Purpose of Deposit in the Slip as "Non-Refundable Tender Fee" and it is mandatory to submit the aforesaid original cash deposit slip with the Bid. The payment should be made in cash and other payments are not allowed*).
7. Bids shall be delivered in duplicate to the address at, Chairman, Departmental Procurement Committee, Sri Lanka Tourism Development Authority, 4<sup>th</sup> Floor No.80, Galle Road, Colombo 03 on or before **December 23, 2025, 14:00 Hrs. Late bids will be rejected**. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
8. Bids shall be valid **91 days** from the date of Bid closing and all bids shall be accompanied by a bid security of **LKR 300,000.00**, Bid Security shall be valid up to **April 21, 2026**.
9. All bids shall be accompanied a certificate of registration of the bidder issued by the registrar of Public Contracts in Sri Lanka according to the Public Contract Act No.03 of 1987 of the government of Sri Lanka and subsequent gazette notifications (**PCA3 form**).
10. An Employee or a firm and/or an individual that has a close family relationship with an employee of the Ministry of Foreign Affairs, Foreign Employment & Tourism, Sri Lanka Tourism Development Authority and any other institution under the control of the Ministry of Foreign Affairs, Foreign Employment & Tourism shall not be eligible for award the contract.

**Chairman,**  
**Departmental Procurement Committee**  
**Sri Lanka Tourism Development Authority**

## **Section 1**

### **INSTRUCTIONS TO BIDDERS**



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## **A. General**

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| <b>1. Scope of Bid</b>                                | <p>1.1 The Employer as defined in the Bidding Data invites Bids for the above Work, as described in the Section 5, Bidding Data.</p> <p>1.2 The Successful bidder will be expected to complete the Work by the Intended Completion Date specified in the Bidding Data.</p> <p>1.3 Bids should be submitted in the forms available from the office given in the Bidding Data on a payment of a non-refundable fee given in the Bidding Data. Forms can be collected until the date given in the Bidding Data</p>   |
| <b>2. Source of Funds</b>                             | <p>2.1 Works will be financed by the source given in the Schedule.</p>  |
| <b>3. Ethics, Fraud and Corruption</b>                | <p>3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:</p> <ul style="list-style-type: none"><li>- Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li><li>- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.</li></ul> <p>3.2 The attention of the bidders is also drawn to the Conditions of Contract (Section 3) which shall apply to any bidder.</p> |
| <b>4. Eligibility and Qualification of the Bidder</b> | <p>4.1 The Bidder shall not be blacklisted contractor at the time of bidding and at the time of award of contract</p> <p>4.2 Bidders should hold a valid registration at the time of submission of Bids. To qualify for contract award the successful bidder should hold a valid registration as above at the time of award.</p>  |

### **Qualification Requirements**

- 4.3 All bidders shall provide, in Section 4- Form of Bid and Qualification Information the information requested in the Bidding Data.

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	4.4 To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria if given in Section 5- Bidding data.
<b>5. One Bid per Bidder</b>	5.1 Each Bidder shall submit only one bid. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.
<b>6. Cost of Bidding</b>	6.1 Bidder shall bear all costs associated with the preparation and submission of his bid; and the Employer will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
<b>7. Site Visit</b>	7.1 The bidder, at the bidder's own responsibility and risk is encouraged to visit and examine the Site of works, and its surroundings and obtain 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.

## **B. Bidding Documents**

<b>8. Content of Bidding Documents</b>	8.1 The set of Bidding Documents comprises the documents listed below and addenda will issued in accordance with clause10:  <div style="margin-left: 40px;"> <u><b>Volume I</b></u>            Section 1- Instructions to Bidders            Section 2 - Standard Forms (Contract)            Section 3 - Conditions of Contract            Section 4 - Form of Bid and Qualification Information            Section 5 - Bidding data and Contract Data            Section 6 - Specifications            Section 7 - Bills of Quantities            Section 8 - Standard Forms (Bid)   <u><b>Volume II</b></u>            Section 9 – Drawings         </div>
<b>9. Clarification of Bidding Documents</b>	9.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Bidding Data. The Employer will respond to any such request for clarification, received 10 days prior to the deadline for submission of bids. Copies of Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
<b>10. Amendment of Bidding Document</b>	10.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.



10.2 Any addendum thus issued shall be a part of the Bidding Documents and shall be communicated in writing (to be acknowledged in writing) to all those who have purchased the bidding documents.

10.3 Prospective bidders shall be given a reasonable time of not less than 07 days to enable them to prepare their bids in accordance with the addenda.

### **C. Preparation of Bids**

#### **11. Language of Bid**

11.1 All documents relating to the bid shall be in the language stated in the bidding data.

#### **12. Documents Comprising the Bid**

12.1 The Bid submitted by the bidder shall comprise the following:

(A) Enclosed in the envelope marked as "ORIGINAL"

(a) The Form of Bid and Qualification Information (in the format indicated in Section 4 and Qualification Information)

(b) Bid Security or Bid Securing Declaration, as specified;

(c) Bidding Data and Contract Data;

(d) Specifications;

(e) Drawings;

(f) Priced Bills of Quantities;

(g) If alternative offers are invited such offers shall contain adequate information for evaluation. However the main offer of the Contractor must conform to the bidding documents;

(h) Any other information required to be completed and submitted by bidders, as specified in the Bidding Data and

(B) Enclosed in the envelope marked as "COPY"

(a) The form of Bid and Qualification Information (in the format indicated in section 4, and Qualification Information);

(b) Priced Bills of Quantities.

(c) If alternative offers are invited such offers shall contain adequate information for evaluation and

(d) Any other information required to be completed and submitted by bidders, as specified in the Bidding Data.

<b>13. Bid Prices</b>	<p>13.1 The Contract shall be for the whole Works as described in sub clause 1.1, based on the priced Bills of Quantities submitted by the bidder.</p> <p>13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities.</p> <p>13.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 Days prior to the deadline for submission of bids, shall be included in the rates, prices and total Bid price submitted by the bidder. However VAT shall not be included in the rates or prices but shall be shown separately at the space provided in the BOQ.</p> <p>13.4 The contract price shall be subjected to adjustment during the performance of the contract if provided in the Bidding Data</p>
<b>14. Currencies of Bid</b>	<p>14.1 The unit rates and prices shall be quoted by the bidder entirely in Sri Lanka rupees (LKR).</p>
<b>15. Bid Validity</b>	<p>15.1 Bids shall remain valid up to the specified in the bidding data. A bid valid for a shorter period shall be rejected by the employer.</p> <p>15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of the bid and bid security for the period of extension, and in compliance with clause 16 in all respects. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security or executing the bid securing declaration as appropriate.</p>
<b>16. Bid Security and Bid-Securing Declaration</b>	<p>16.1 The bidder shall furnish, as part of its Bid, a Bid security or a bid-securing declaration as specified in the Bidding Data in the format given in the Section 9.</p> <p>16.2 If a bid security is selected under the 16.1 above, the bid security shall be in the amount specified in the bidding data and shall be valid up to the date specified in the bidding data from an agency acceptable to the Employer.</p> <p>16.3 Any Bid not accompanied by a substantially responsive bid security or bid-securing declaration in accordance with this clause, shall be rejected by the Employer.</p>

16.4 The Bid security or the bid-securing declaration of unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security.

16.5 The Bid security may be forfeited or the bid-securing declaration executed:

- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
- (b) If the bidder does not accept the correction of its Bid price pursuant to ITB Sub - Clause 27 or
- (c) If the successful bidder fails within the specified time to:
  - (i) sign the Contract; or
  - (ii) furnish the required performance security

## **17. Pre-Bid Meeting**

17.1 The bidder's designated representative is invited to attend a pre-bid meeting which, if convened and stated so in the Bidding Data, will take place at the venue and time stipulated in the Bidding Data. The minutes of such pre bid meeting shall be made available to all bidders within a reasonable time prior to the closing date of the Bid. Such minutes should be included by the bidder in his bid.

17.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage. The bidder is requested as far as possible to submit any questions in writing or by fax to reach the employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late.

## **18. Format and Signing of Bid**

18.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 12 of these Instructions to Bidders, and clearly marked "ORIGINAL";

In addition, the bidder shall submit a copy of the Bid, clearly marked as "COPY" In the event of discrepancy between them, the original shall prevail.

18.2 The original and the copy of the Form of Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder; All pages of the bid where entries or amendments have been made shall be initiated by the person or persons signing the bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

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**19. Sealing and Marking of Bids**

**D. Submission of Bids**

19.1 The bidder shall seal the original and the copy of the bid in two separate inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY”

19.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the Bidding data;
- (b) bear the name and identification number of the Contract as Defined in the Bidding Data;
- (c) include the name and address of the bidder and
- (d) Provide a warning not to open before the specified time and date for bid opening, as defined in the Bidding Data.

19.3 If the outer is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**20. Deadline for Submission of Bids**

20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

20.2 The employer may extend the deadline for submission of bids by issuing an addendum in accordance with clause 10, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subjected to the new deadline.

**21. Late Bids**

21.1 Any bid received by the Employer after the deadline prescribed in clause 20 will be returned unopened to the bidder.

**22. Modification and Withdrawal of Bids**

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed clause 20.

22.2 The bidder’s modification or withdrawal notice shall be prepared sealed, marked, and delivered in accordance with clause 18 and 19, with the outer and inner envelopes additionally marked MODIFICATION or WITHDRAWAL as appropriate.

22.3 No bid may be modified after the deadline for submission of bids.

22.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the bidding data or as extended pursuant to sub clause 15.2 may result in the forfeiture of the bid security pursuant to clause 16.

22.5 Bidders may only offer discounts to or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission.

## **E. Bid Opening and Evaluation**

### **23. Bid Opening**

23.1 The Employer will open the bids, including modifications made pursuant to clause 22, in the presence of bidders' authorized representatives who choose to attend, at the time and in place specified in the bidding data. The bidder's representatives who are present shall sign their attendance.

23.2 Envelopes marked as "WITHDRAWAL" shall be opened and readout first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 22 shall not be opened.

23.3 The envelope marked as "Original" will be opened. If no envelope is marked as original the employer may open one of the envelopes. If the required documents are available in that envelope employer may mark it as the "Original" and the unopened envelope as the "Copy". If so the envelope marked as copy will remain unopened. If any of the required document is missing in the envelope opened first, the employer may open the other envelope to search such missing information transfer such documents to one envelope and mark it as "Original" and reseal the other envelope and mark as "Copy".

23.4 The bidder's names, the bid prices or any discounts, bid modifications and withdrawals, the presence or absence of bid security/bid security declaration and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except late bids.

23.5 After announcing and completing the other procedures the employer shall reseal all the opened envelopes in the presence of the bidder's representatives.

<b>24. Process to be Confidential</b>	24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the employer's processing of bids or award decisions may result in the rejection of his bid.
<b>25. Clarification of Bids</b>	25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any bidder for clarification of the bidder's bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with clause 27.
<b>26. Examination of Bids and Determination of Responsiveness</b>	<p>26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid:</p> <ul style="list-style-type: none"> <li>(a) meets the eligibility criteria defined in the bidding document;</li> <li>b) has been properly signed; and</li> <li>c) is accompanied by the required securities; and</li> <li>d) is substantially responsive to the requirements of the bidding documents.</li> </ul> <ul style="list-style-type: none"> <li>(a) which limits in any substantial way the scope, quality of the products, or performance of the Works;</li> <li>(b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or</li> <li>(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</li> <li>(d) a bid which proposes an alternative where not allowed to do so.</li> </ul>
<b>27. Correction of Errors</b>	26.3 If a bid is not substantially responsive, it will be rejected by the employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
	27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) Where there is a discrepancy between the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected;
- (c) If the bid price changes by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder;
- (d) If the bidder does not accept the corrected amount of Bid, its Bid shall be rejected, and the bid security may be forfeited or bid-security declaration executed in accordance with Clause 16.

**28. Currency for Bid Evaluation**

28.1 Not used unless specified in bidding data.

**29. Evaluation and Comparison of Bids**

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive;

29.2 In evaluating the Bids, the Employer will determine for each Bid the Evaluated bid price by adjusting the Bid price as follows;

- (a) Excluding the provisional sums and the provision, if any, for contingencies in the bills of quantities, but including day works, where priced competitively;
- (b) Making any correction for errors pursuant to clause 27;
- (c) Making appropriate adjustments as described below to reflect discounts or other price modifications offered in accordance with sub clause 22.5.
  - (i) If discounts are offered to limited items it should be applicable to such items;
  - (ii) If the discount offered is to the total bid price as a percentage it should be applicable to all the items at the percentage discount offered excluding for contingencies and provisional sum items before the contract award all rates and prices shall be adjusted to suit the discount;
  - (iii) If the discount offered is to the total bid price as a lump sum, such lump sum amount should be considered for evaluation and before the award of contract such lump sum amount

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shall be uniformly distributed to all the items excluding for contingencies and provisional sums.

- (d) making an appropriate adjustment for any other acceptable variations, deviations.
- (e) converting to a common currency if appropriate.

29.3 The employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the employer will not be taken into account in bid evaluation.

29.4 The estimated effect of any price adjustment conditions under clause 47 of the conditions of contract during the period of implementation of the contract will not be taken into account in bid evaluation.

29.5 If the employer determines that the bid is unbalanced and hence the bidder may fail in the performance of his obligations in some items within the quoted rates, a higher performance security as determined by the employer may be requested to mitigate such risks.

**30. Preference for domestic bidders**

30.1 Not used unless specified in bidding data.

**F. Award of Contract**

**31. Award of contract**

31.1 Subject to procedures if provided under sub clause 31.1 under bidding data and subject to clause 31.2 and clause 32 below the employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price provided that such bidder has been determined to be eligible and qualified in accordance with the provisions of the bidding document.

31.2 Even though the bidders meet the eligibility and qualification criteria specified they are subjected to disqualify if they have:

- a) Made misleading or false representation in the forms statements and attachments submitted in proof of the eligibility and qualification requirements or
- b) Participated in fraud and corrupt practice
- c) Record of poor performance in previous contracts such as abandoning the works inordinate delays resulted in



payment of liquidated damages up to the maximum limit specified in the contract etc.

**32. Employer's  
Right  
to Accept any  
Bid  
and to Reject  
any  
or all Bids**

32.1 The Employer reserves the right to accept or reject any Bid; and cancel the bidding process and reject all Bids, at any time prior to the award of Contract, Without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder or bidders of the grounds for the employer's action.

**33. Notification of  
award and  
signing of  
agreement**

33.1 Prior to expiration of the bid validity period, the Employer the Employer will notify the successful bidder that bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Initial Contract Price ");

33.2 The notification of award will constitute the formation of the Contract;

33.3 The agreement will incorporate the memorandum of understanding if any between the employer and the successful bidder, and shall be signed by the employer and the successful bidder.

33.4 Upon the furnishing by the successful bidder of the performance security, the employer will promptly notify the other bidders that their bids have been unsuccessful.

33.5 At the same time that the employer notifies the successful bidder that its bid has been accepted the employer will prepare the agreement in the form provided in the bidding documents incorporating all agreements between the parties.

33.6 The employer shall notify the successful bidder the date time and venue for the signing of the agreement. The agreement shall be signed within 28 days of the Letter of Acceptance

**34. Performance  
Security**

34.1 Within 14 days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance security from an agency acceptable to the employer in the form of

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unconditional guarantee and in the amount stipulated in the bidding data.

34.2 During the bid evaluation if the employer found that the rate/s or amount/s quoted by the bidder is/are unreasonably low and could not furnish rational justification to the employer, the employer may request the bidder to furnish a performance security to an increased amount than that specified in the bidding data.

**35. Advance  
Payment and  
Security**

35.1 The Employer will provide an advance payment on the Initial Contract Price, subject to maximum amount as stipulated in the conditions of contract within 14 Days of the Contractor submitting an acceptable guarantee from reputed Bank operates in Srilanka.

## **Section 2**

### **STANDARD FORMS**



## FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

..... [date]

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

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

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

The Start Date shall be: ..... (fill the date as per Clause 6.1 of Conditions of Contract).

The amount of Performance Security is : ..... (fill as per Clause 4.4 of Conditions of Contract).

The Performance Security shall be submitted on or before ..... (fill the date as per Clause 4.4 of Conditions of Contract).

Authorized Signature : .....

Name and title of Signatory : .....

Name of Agency : .....

## FORM OF AGREEMENT

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

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

**The Employer and the Contractor agree as follows::**

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

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

.....

.....

**Authorized signature of Employer**

**Authorized signature of Contractor**

COMMON SEAL

COMMON SEAL

In the presence of:

Witnesses :

1. Name and NIC No. ....  
Signature .....  
Address .....
2. Name and NIC No. ....  
Signature .....  
Address .....

**FORM OF PERFORMANCE SECURITY  
(Unconditional)**

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

**Beneficiary:** Chairman,  
Departmental Procurement Committee  
Sri Lanka Tourism Development Authority *[Name and Address of Employer]*

**Date:** -----

**PERFORMANCE GUARANTEE No.:** -----

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

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

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

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

\_\_\_\_\_  
*[signature(s)]*

## FORM OF ADVANCE PAYMENT SECURITY

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

**Beneficiary:** Chairman,  
Departmental Procurement Committee  
Sri Lanka Tourism Development Authority [Name and Address of Employer]

**Date:** -----

**ADVANCE PAYMENT GUARANTEE No.:** -----

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

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

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

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

This guarantee shall expire on ----- [ Insert the date, 28 days beyond the expected  
expiration date of the Contract]

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

\_\_\_\_\_  
[signature(s)]



## FORM OF RETENTION MONEY GUARANTEE

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

**Beneficiary:** Chairman,  
Departmental Procurement Committee  
Sri Lanka Tourism Development Authority [Name and Address of Employer]

**Date:** -----

**RETENTION MONEY GUARANTEE No.:** -----

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

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

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

This guarantee shall expire, at the latest, ----- [insert 28 days after the end  
of the defects liability period]. Consequently, any demand for payment under this guarantee  
must be received by us at this office on or before that date.

\_\_\_\_\_  
[signature(s)]

**FORM OF BID SECURITY**  
**(Unconditional)**

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

-----

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

**Beneficiary:** Director General  
Sri Lanka Tourism Development Authority  
No.80, Galle Road,  
Colombo 03

**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"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

## **Section 3**

### **CONDITIONS OF CONTRACT**



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## **Conditions of Contract**

### **1.0 General Provisions**

#### **1.1 Definitions**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

#### **The Contract**

1.1.1. The **Contract** is the Contract between the Employer and the Contractor to execute, the Works and shall include the documents listed in Clause 1.3.

1.1.2. The "**Contract Price**" means the amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

1.1.3. "**Specification**" means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

1.1.4. The "Initial Contract Price" means the amount stated in the Letter of Acceptance.

1.1.5. Letter of Acceptance means the letter signed and issued by the Employer accepting the bid submitted by the Contractor for the execution and completion of the Works.

1.1.6. "Drawings" means the Employer's drawings of the Works, and any variation to such drawings.

1.1.7. "Schedule" means the completed pages entitled schedule which forms part of the conditions of contract.

1.1.8. "Employer" means the party named in the schedule who employs the Contractor to carry out the Works.

#### **Persons**

1.1.9. "Contractor" means the person (s) who's Bid to carry out the works has been accepted by the Employer and named in the Agreement.

1.1.10. "Engineer" is the person named in the schedule (or any other competent person appointed by the Employer and notified to the Contractor) who is responsible for administering and supervising the execution of the works.

Such person may be an engineer, architect or any other technical person. In the absence of such appointment the Employer himself.

**Dates, Times and  
Periods**

1.1.11. The **“Adjudicator”** is the Institute for Construction Industry Development Authority (CIDA) or a person as the case may be, in accordance with Sub- Clause 14.2 for determination of the disputes in the first instance, as provided for in Clause 14.0.

1.1.12. **"Start Date"** means the date 7 Days after the issue of Letter of Acceptance or any other date agreed between the employer and contractor.

1.1.13. Day means calendar day.

1.1.14. The **"Intended Completion Date"** means the date for completion of the works as stated in the Schedule.

**Money and  
Payments**

1.1.15. **"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

**Other Definitions**

1.1.16. **"Contractor's Equipment"** means all apparatus, machinery, vehicles, facilities and other things required for the execution the works but does not include Materials or Plant.

1.1.17. **"Materials"** means things of all kinds (other than plant) intended to form or forming part of the permanent work.

1.1.18. **"Plant"** means the machinery and apparatus intended to form or forming part of the permanent work.

1.1.19. **"Site"** means the places provided by the Employer where the works are to be executed and any other places specified in the contract as forming part of the site.

1.1.20. **"Variation"** means a change to the specification and/or Drawings (if any), which is instructed by the Engineer under Sub clause 9.

1.1.21. **"Works"** means all the work to be performed by the Contractor specified in the schedule including temporary work and any variation.

1.1.22. **"Party"** means either or both the Employer or the Contractor as the context requires.

**1.2 Interpretation**

Words importing persons or parties shall include firms and organizations;

Words importing singular or one gender shall include the plural or the other gender where the context requires.



### **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another;

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary instructions to the contractor;

The priority of the documents shall be in accordance with the order as listed below:

- (a) the Contract Agreement,
- (b) the Letter of Acceptance,
- (c) Memorandum of Understanding (if any)
- (d) the Contractor's Bid,
- (e) Schedule
- (f) these Conditions of Contract,
- (g) the Specifications,
- (h) the Drawings,
- (i) the Bills of Quantities.

### **1.4 Law**

The law of the Democratic Socialist Republic of Sri Lanka is applicable.

### **1.5 Communications**

Communication by any person under the Contract can be written in official language and/or English.

## **2.0 The Employer**

### **2.1 Execution of Contract**

The employer shall ensure that the Contract is executed within 14 days after the date of the Letter of Acceptance.

### **2.2 Provision of Site**

The employer shall provide the Site and right of access to Site before the Start Date.

### **2.3 Engineer's Instructions**

The Contractor shall comply with all instructions given by the Engineer in respect of the Works including the suspension of all or part of the Works.

### **2.4 Approvals**

No approval, consent, or absence of comment by the Employer or the Engineer shall affect the Contractor's obligations.

## **3.0 The Engineer**

### **3.1 Engineer's Decisions**

Except where otherwise specially stated, the Engineer will decide contractual matters between the Employer and the Contractor.

## **4.0 The Contractor**

### **4.1 General Obligations**

The Contractor shall:

Carryout the Works properly and in accordance with the Contract;

Shall provide all supervision, labour, materials, plant and contractor's equipment, which may be required.

All Materials and Plant on Site shall be deemed the property of the Employer.

### **4.2 Contractor's Representative**

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

### **4.3 Subcontracting**

The Contractor shall not subcontract:

The whole of the Works;

Any part of the Works without the consent of the Engineer.

### **4.4 Performance Security**

The Contractor shall deliver to the Employer within 14 Days of the Letter of Acceptance a Performance Security:

From an agency approved by the Employer;

To an amount stated in the Schedule;

In a form specified in the Schedule.

## **5.0 Employer's Liabilities/Risks**

### **5.1 Employer's Liabilities/Risks**

In this Contract Employer's Liabilities/Risks mean:

War, hostilities, (whether war be declared or not), invasion, act of foreign enemies, within the country);

Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the country;

Riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works;

Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;

Design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;

Any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions.

Force Majeure;

A suspension unless it is attributable to the Contractor's failure;  
Any failure of the Employer;

Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer;

Any delay or disruption caused by any variation;

Any change in Law on or after the date 14 Days prior to the deadline for submission of bids for the Contract.

For purposes of this sub clause, Change in Law means the enactment of any new Law or a change to existing legislation and the repeal of or modification of existing laws of the country, including any regulations made, and/or directives issued there under or a change in the judicial interpretation and the application of any Law by a competent Court as compared to such interpretation or application by a Court prior to the date of this agreement, and which relates to taxation or imposes rationing proscribing any activity or relates to duties and other import/export levies which in each case is beyond the control of the Contractor and materially affects the performance of the Contractor's responsibilities under the contract.

Losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work and

Damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.

All of which would entitle the Contractor to an extension to the Intended Completion Date under section 6 and/or right to claim under section 9.

## **6.0 Time for Completion**

### **6.1 Execution of the Works**

The contractor shall:

Commence the Works on the Start Date;

Proceed expeditiously and without delay;

Complete the works within the Intended Completion Date.

- 6.2 Programme** The Contractor shall submit a programme for the Works to the Engineer:  
Within 14 Days from the start date;  
In a form acceptable to the Engineer.
- 6.3 Extension of Time** Subject to Clause 9.0 the Contractor shall be entitled to an extension to the Intended Completion Date if he is or will be delayed by any of the Employer's Liabilities/Risks.  
  
On receipt of an application from the Contractor, the Engineer shall:  
  
Consider all supporting details provided by the Contractor;  
  
Extend the Intended Completion Date as appropriate.
- 6.4 Late Completion** If the Contractor fails to complete the works within the Intended Completion Date the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Schedule for each day for which he fails to complete the works.

## **7.0 Taking – Over**

- 7.1 Completion** The Contractor may notify the Engineer when he considers that the works are completed.
- 7.2 Taking-Over Notice** The Engineer shall notify the Contractor when he considers that the Contractor has completed the works stating the date accordingly;  
  
Alternatively the Engineer may notify the Contractor that the works, although not fully complete, are ready for taking over, stating the date accordingly;  
  
The Employer shall take over the works upon the issue of this notice;  
  
The Contractor shall promptly complete any outstanding work and subject to clause 8.0 clear the Site.

## **8.0 Remedying Defects**

**8.1 Remedying Defects**

The Engineer may at any time prior to the expiry of the period stated in the Schedule calculated from the date of Taking Over notice under Sub-Clause 7.2 notify the Contractor of any defects or outstanding work;

The Contractor shall remedy at no cost to the Employer any defects due to the materials, plant or workmanship not being in accordance with the contract;

The cost of remedying defects attributable to any other cause shall be valued as a variation;

Failure to remedy any defects or complete outstanding work within a reasonable time of the Engineer's notice entitle the Employer to carryout all necessary work at the Contractor's cost.

**8.2 Uncovering and Testing**

The Engineer may give instruction as to the uncovering and/or testing of any work;

Unless as a result of any uncovering and/or testing it is established that the materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a variation in accordance with Sub-Clause 9.1.

**9.0 Variations and Claims****9.1 Right to Vary**

The Engineer may instruct variations.

**9.2 Valuation of variations**

Variations shall be valued as follows:

(a) at a lump sum price agreed between the Engineer and the Contractor;

(b) where appropriate at rates in the Contract; however if the final quantity of the work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent, provided the change exceeds one (1) percent of the Initial Contract Price an appropriate new rates, as may be agreed shall be used for the excess quantity.

(c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or failing which;

(d) At appropriate new rates as may be agreed or which the Engineer considers appropriate.

**9.3 Early Warning**

A party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the works, or which may give rise to a claim for additional payment;

The Contractor shall take all reasonable steps to minimize these offers;

The Contractor's entitlement to extension to the Intended Completion Date or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

**9.4 Right to Claim** If the Contractor incurs cost as a result of any of the Employer's Liabilities/Risks the Contractor shall be entitled to the amount of such cost;

If as a result of any of the Employer's Liabilities/Risks, it is necessary to change the works, this shall be dealt with as a Variation;

**9.5 Variation and Claim Procedures** The contractor shall submit to the Engineer an itemized make-up of the value of variation and claims within 28 days of the instruction or of the event giving rise to the claim;

The Engineer shall check and if possible agree the value. In the absence of agreement, the Engineer shall determine the value.

## **10.0 Contract Price and Payment**

**10.1 Monthly Statements** The Contractor shall be entitled to be paid at monthly intervals:

- (a) The value of the works executed;
- (b) 80% of the invoiced value of materials and plant delivered to the site but not incorporated for permanent works and
- (c) Adjustments under sub clause 10.10 and 10.11 subject to any additions or deductions, which may be due.

**10.2 Valuation of the Works** The Contractor shall submit each month to the Employer a statement showing the value of the work executed less the cumulative amount certified previously; .

The Engineer shall check the contractor's monthly statement and certify the amount to be paid to the contractor within 14 days of the receipt of the contractor's statement.

**10.3 Interim Payments**

Within 14 days of delivery of each certificate by the Engineer, the Employer shall pay to the Contractor the amount shown in the certificate less retention stated in the schedule;

No deductions shall be made for retention after the total amount deducted as retention reached the amount stated in the schedule;

The Employer shall not be bound by any sum previously considered by him to be due to the contractor;

The Employer may withhold interim payments until he receives the performance security under sub clause 4.4 (if any).

**10.4 Payment at Completion**

The contractor shall supply the Engineer with a detailed account of the amount that the Contractor considers payable under the contract within 21 days after issuing of Taking Over Notice as per Sub Clause 7.2. The engineer shall certify any payment that is due to the contractor within 42 days of receiving the contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 14 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate. The employer shall pay the contractor the amount certified within 28 days of the issue of Engineer's certification on the amount due. The contractor will be entitled to interest rate and in the same manner as stipulated in clause 10.9 if payments as stipulated herein are delayed.

**10.5 Payment of First Half of Retention**

One half of the retention shall be paid by the Employer to the Contractor within 14 days after issuing the notice under sub clause 7.2.

**10.6 Payment of Second Half of Retention**

The remainder of the retention shall be paid by the Employer to the Contractor within 14 days after:

**Either:**

Expiry of Defects Notification Period, calculated from the date of Taking Over Notice under Sub Clause 7.2 ; and

Remedying of noticed defects; and  
Completion of outstanding work as referred in clause 8.0

**Or**

After Taking Over of the completed works in accordance with Sub Clause 7.2, and Contractor submitting a guarantee in the format given in Section 2 and valid up to 28 days beyond the Defects Liability period, from an agency acceptable to the Employer.

**10.7 Final Payment**

Within 42 days of the completion of the Defects Notification Period and completing of outstanding work as per clause 8.0 above, the contractor shall submit a final account to the Engineer together with any

documentation reasonably required to enable the Engineer to ascertain the final contract value;

Within 28 days after the submission of this final account, the engineer shall certify the amount due to the Contractor;

If the Engineer disagrees with any part of the Contractor's final account he shall specify his reasons for disagreement when making certification;

Employer shall pay to the Contractor the amount due, within 21 days of receipt of the certificate from the Engineer.

**10.8 Currency**

Payment shall be in Sri Lanka Rupees only.

**10.9 Delayed Payment**

If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment.

Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest of 1% over the lending rate of the Central Bank to Commercial Banks.

**10.10 Subsequent Legislation**

If after the date 14 days prior to the latest date for submission of bids for the contract;

Changes to any Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority; or

Introduction of any such State Statute, Ordinance, Decree, Law regulation or by-law

Which causes additional or reduced cost to the Contractor, other than under Sub Clause 10.10 above, in the execution of the contract such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the contractor accordingly, with a copy to the Employer.

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formula in accordance Sub Clause 10.10.

**10.11 Advance Payment**

The Employer shall make an advance payment to the Contractor within 14 Days after Contractor furnishing a unconditional guarantee;

The amount of advance shall be equivalent to 20% of the Initial Contract Price (less provisional sums and contingencies);

The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentage of the works on payment basis;



The advance payment shall be repaid in full when the total certified value of work reaches 90% of the Initial Contract Price;

The guarantee shall be from bank or a company acceptable to the Employer;

The guarantee shall remain effective until the advance payment has been repaid.

## **11.0 Default**

### **11.1 Default by Contractor**

Engineer may give notice referring to this Sub Clause and stating the default of the Contractor:

Abandons the work

Refuses or fails to comply with a valid instruction of the Engineer:

Fails to proceed expeditiously and without delay despite a written complaint; or

In breach of the contract.

If the contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Engineer's notice, the Employer may by issuing a letter within a further 21 days, terminate the Contract.

The Contractor shall then demobilize from the Site leaving behind materials and plant and any Contractor's equipment which the Employer instructs in his letter is to be used until the completion of the works.

If the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, the Employer may, after given 14 days notice to the Contractor, terminate the contract.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition.

### **11.2 Default by Employer**

Contractor may give notice to the employer referring to this Sub Clause and stating the default;

If the employer delayed the payments due to the Contractor for more than 42 days; or

If the Employer is, despite a written complaint, in breach of the Contract; or  
The Engineer is not carrying out his obligations.

If the default is not remedied within 14 days after the Employer's receipt of this notice, the contractor may suspend the execution of all or parts of the works;

If the default is not remedied within 28 days after the employer's receipt of the contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract;

The contractor shall then demobilize from the Site..

### **11.3 Insolvency**

If a party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately;

The contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency; any Contractor's equipment which the Employer instructs in the notice is to be used until the completion of the works.

### **11.4 Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub Clause 9.4;
- b) Any sums to which the Employer is entitled;
- c) If the employer has terminated under Sub Clause 11.1 or 11.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the works not executed at the date of the termination;
- d) If the Contractor has terminated under Sub Clause 11.2 or 11.3 the Contractor shall be entitled to the cost of his suspension and demobilization.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

## **12.0 Risk and Responsibility**

### **12.1 Contractor's Care of the Works**

The contractor shall take full responsibility for the care of the works from the Start Date until the date of the Engineer's notice under Sub Clause 7.2;

Responsibility shall then pass to the Employer;

If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract;

Unless the loss or damage happens as a result of an Employer's Liability/Risk, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the work and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

## **12.2 Force Majeure**

For the purpose of this Contract "Force Majeure" means an event or circumstance which is beyond the reasonable control of a party and which makes a Party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such event.

For the avoidance of doubt, Force Majeure shall not include the inability of the Employer to make payments that are due to the Contractor, under the terms of this Contract.

If a party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately;

If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, de-mobilize the Contractor's Equipment;

If the event continues for a period of 84 days, either party may then give notice of termination which shall take effect 28 days after the giving of the notice;

After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the materials and plant reasonably delivered to the Site, adjusted by the following:

- (a) Any sums to which the Contractor is entitled under the Sub Clause 9.4;
- (b) The Cost of his suspension and demobilization;
- (c) Any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

## **13.0 Insurance**

### **13.1 Extent of Cover**

The contractor shall, prior to commencing the Works, effect and thereafter maintain insurances to the amounts given below, in the joint names of the Employer And Contractor:

- a) 110% of the Initial Contract Price, for loss and damage to the works, materials and plant;
- b) full replacement cost for the Contractor's Equipment
- c) to the amount stated in the Schedule, per any event for liability of both Employer and the Contractor for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works; and

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurance cover to the amount not less than the amount stated in the Schedule, per any event for liability of both Employer and the Contractor and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees. The Contractor's liability for personal injury or death of workmen shall be as provided for in the Workmen's Compensation Act and any other statutory modifications or amendments thereto.

### **13.2 Failure to Insure**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same with an additional charge of 30% of the premiums paid, as a deduction from any other monies due to the Contractor.

## **14.0 Resolution of Disputes**

### **14.1 Dispute Resolution**

Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance be attempted to be resolved by way of adjudication in accordance with the adjudication procedure set forth in Clause 14.2.

### **14.2 Procedure for Adjudication**

Either party may initiate the reference of a dispute to the Adjudicator by giving 07 days notice to the other party.

The Institute for Construction Industry Development Authority (CIDA) shall be the Adjudicator, unless the bidder has disagreed and stated so in

the bid, in which event the employer and the contractor may reach agreement on the appointment of Adjudicator by mutual consent within 14 days from the Letter of Acceptance.

If mutual consent is not reached or resorted to as above then the Adjudicator shall be appointed by the Institute for Construction Industry Development Authority (CIDA) at the request of either Party after the expiry of 28 days.

If CIDA is not accepted as the Adjudicator then the Adjudicator shall be a professional with experience relevant to the works and in the interpretation of contractual documents. Such Adjudicator shall have no interest financial or otherwise in the Employer, the Contractor or the Engineer nor any financial interest in the Contract, except in respect of his professional fees.

The Adjudicator's fee shall be agreed by both Parties and shall be borne by both Parties in equal amounts.

The Adjudicator shall give the determination in writing within 28 days or such other period of receipt of a notification of a dispute. The Adjudicator shall determine procedures as he sees fit ensuring that each party is given a reasonable opportunity to make representations including written submissions and/or hearing of witnesses in person.

Each of the Parties shall upon and in accordance with a request by the Adjudicator supply him free of charge such information and documents as he shall require for the purposes of the reference to him. That information and those documents shall be kept confidential by him and by the Parties.

The Adjudicator shall not act as an Arbitrator. The decision of the Adjudicator shall be deemed final and binding on the parties if neither Party refers the dispute to arbitration in accordance with Sub Clause 14.3 within twenty eight (28) days of the Adjudicator's determination.

### **Replacement of Adjudicator**

Should the Adjudicator appointed by mutual consent of both parties resign or die or is removed by agreement of the Parties on the basis of his unsatisfactory performance, the parties may jointly appoint another Adjudicator and such an appointment shall be made within fourteen (14) days after the resignation or death or removal of the Adjudicator. If the parties are unable to reach agreement on the appointment of a new Adjudicator then the Adjudicator shall be appointed by the Institute for Construction Industry Development Authority (CIDA) at the request of either party within fourteen (14) days of receipt of such request.

### **14.3 Arbitration**

- (a) Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred to by either party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof,
- (b) Pending the award in any arbitration proceedings hereunder,
  - (i) this Contract and the rights and obligations of the parties shall remain in full force and effect and
  - (ii) each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.
- (c) Any award rendered by the arbitral tribunal shall determine the extent to which the cost of arbitration is to be borne by each party. The arbitration centre charges (if any) and the compensation to the arbitrator shall be equally shared by the Parties initially.

#### **Composition of the Arbitral Tribunal:**

The arbitral tribunal shall consist of a sole arbitrator who shall be appointed in the manner provided as follows;

#### **Selection Procedure:**

The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period then the Arbitrator shall be appointed in accordance with the Arbitration Act No. 11 of 1995, or any amendments thereof.

#### **Venue & Language**

The venue of arbitration shall be in Sri Lanka.

Unless otherwise agreed to by the Parties the proceedings shall be conducted and the award shall be rendered in the English language.

## **Section 4**

### **FORM OF BID AND QUALIFICATION INFORMATION**





## FORM OF BID

Name of Contract: .....

To: Chairman, Departmental Procurement Committee  
Sri Lanka Tourism Development Authority  
No.80, Galle Road,  
Colombo 03

Gentleman,

1. Having examined the Bidding Document for National Shopping Procedure of Works ,Schedule, Specifications, Drawings and Bills of Quantities and addenda for the execution of the above-named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Schedule, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Sri Lankan Rupees .....  
..... (LKR .....)  
or such other sums as may be ascertained in accordance with the said Conditions.
2. We/I acknowledge that the Schedule forms part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedule.
4. We/I agree to abide by this bid for the period stated in the Sub-Clause 15 of Instructions to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us/me.
6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 20..... in the capacity of ..... duly authorized  
to sign

tenders for and on behalf of .....  
(IN BLOCK CAPITALS)

Signature : .....

Name : .....

Designation : .....

Address : .....

Witness : .....

## Qualification Information

(SPECIMEN)

**Note:** Prior to issue of the bidding documents, the Employer should insert relevant data for all items marked with an asterisk (\*).

( to be completed by the bidder and submitted with the Bid)

	Eligibility Requirement	Bidder's Qualification
<b>Blacklisted Contractors</b>		
<b>Have you been declared as a defaulted contractor by NPA or any other Agency?</b>		<b>Yes/No</b>
<b>IF yes provide details</b>		
VAT Registration Number		
<b>Construction Program</b>	(attach as annex)	
<b>Legal status</b>	Public company/Private Company/Partnership/Sole proprietor	
	<b>Eligibility Requirement</b>	<b>Bidder's Qualification</b>
<b>Qualification and experience of key staff</b>	Category, Experience and Qualifications	Required Nos.*
	1. Engineers/Site Manager (Part Time)	01
	2. Technical Officers	01
<b>List Other information required</b>	<b>ICTAD/ CIDA registration C6 or above</b>	

Signature of the Bidder : .....

## **Section 5**

### **BIDDING AND CONTRACT DATA**



## Bidding Data

## Instructions to Bidders

## Clause Reference

(1.1)	<p>The Employer is  Name: Chairman, Sri Lanka Tourism Development Authority  Address: Sri Lanka Tourism Development Authority, No.80, Galle Road,  Colombo 03</p> <p>The Works consists of construction of passenger bridges.</p>
(1.2)	<p>Intended Completion Days is <b>60 Days</b> from the Start Day</p>
(1.3)	<p>The office for collection of Bidding Documents is  Chairman,  Departmental Procurement Committee,  Sri Lanka Tourism Development Authority,  No.80, Galle Road,  Colombo 03</p>
(2.1)	<p>The source of funds is: GOSL</p>
(4.2)	<p>The registration required  Specialty: Installation, Modification</p> <p>(4.3) The following information shall be provided in Section 4:</p> <ul style="list-style-type: none"> <li>* ICTAD Registration; <ul style="list-style-type: none"> <li>Registration number</li> <li>Grade</li> <li>Specialty</li> <li>Expiry Date</li> </ul> </li> <li>* Registration number</li> <li>* Specialty</li> <li>* VAT Registration number</li> <li>* Work Programme</li> <li>* Legal Status (Sole proprietor, Partnership, Company etc.) if a company (Company Registration, Form 1, Form 6)</li> <li>* PCA 3 Form - All bids shall be accompanied a certificate of registration of the bidder issued by the registrar of Public Contracts in Sri Lanka according to the Public Contract Act No.03 of 1987 of the government of Sri Lanka and subsequent gazette notifications</li> <li>* Total monetary value of work performed for each of the last five years;</li> <li>* Experience in works of a similar nature and size for each of the last five years;</li> <li>* Qualifications and experience of key site management and technical personnel proposed for the Contract;</li> <li>* Bidders should provide information on their current commitments on all contracts that have been awarded, or for which letter of intent of acceptance have been</li> </ul>

	<p>received, or for contracts approaching completion, but for which a qualified, full completion certificate has yet to be issued.</p> <p>* Bidders shall provide copies of audited financial statements for last three years. The financial statements shall;</p> <ol style="list-style-type: none"> <li>Reflect the financial situation of the Bidder and not an affiliated entity (such as parent company or group member)</li> <li>Be independently audited or certified in accordance with local legislation.</li> <li>Be complete, including all notes to the financial statements</li> <li>Correspond to accounting periods already completed and audited.</li> </ol>
<b>7.1</b>	<b>Mandatory to carry out a site visit prior to pricing the bid. Site visit is scheduled for the prospective bidders on December 16, 2025 after the Pre bid Meeting</b>
<b>(9.1)</b>	<p>Address for the purpose of clarification is;</p> <p>Name: Chairman, Departmental Procurement Committee, Sri Lanka Tourism Development Authority</p> <p>Address:</p> <p>Chairman, Departmental Procurement Committee, Srilanka Tourism Development Authority, No.80, Galle Road, Colombo 03 Fax: 011-2382622</p> <p>E-mail: sltdaproc@srilanka.travel</p> <p>The language of the bidding document shall be English.</p> <p>The bidder shall submit with its' bid the following additional documents.</p>
<b>(13.3)</b>	VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However, VAT component shall be shown separately at the end of the BOQ.
<b>(13.4)</b>	The Contract is not subjected to price adjustment in accordance with Clause 39 of the Conditions of Contract.
<b>(15.1)</b>	The Bid shall be valid for 91 days after the closing date of the Bid.
<b>(16.1)</b>	All bids shall be accompanied by a bid security of <b>LKR 300,000.00</b> issued by a commercial bank operates under the Central Bank of Sri Lanka, shall be valid up to 28 days beyond the date of Bid validity ( <b>up to April 21, 2025</b> )
<b>17.1</b>	<b>Pre Bid Meeting Will be held December 16, 2025 at 11.00 a.m. at Cinnamon Wild Hotel, Yala</b>
<b>(19.2) a</b>	<p>The Employer's address for the purpose of Bid submission is</p> <p>Chairman, Departmental Procurement Committee, Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03</p> <p>Contract name: <b>Construction of the Common Access Road at Yala Wild Resort</b></p> <p><b>(19.2) b</b></p> <p><b>Contract No. SLTDA/TP &amp; D/W/NCB/Access Road Yala/2025/20</b></p>

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<b>(20.1)</b>	The deadline for submission of Bids shall be <b>December 23, 2025</b> at <b>14.00 Hrs</b>
<b>(34.0)</b>	The amount of Performance Security is 5% of the Initial Contract Price.

## Contract Data

ITB Clause	Conditions of Contract Clause	Item	Data
1.	1.1.8	Employer is:	Name: Chairman, Departmental Procurement Committee Sri Lanka Tourism Development Authority No.80, Galle Road, Colombo 03
	1.1.10	Engineer is:	Name: Secretary Pradeshiya Sabha Thissamharama, Sri Lanka
1 & 13	1.1.21	Summary of Works	The Works consists of <b>CONSTRUCTION OF THE COMMON ACCESS ROAD AT YALA WILD RESORT</b>  The location of the project is at Yala Contract Name: <b>CONSTRUCTION OF THE COMMON ACCESS ROAD AT YALA WILD RESORT</b> Contract No: <b>SLTDA/TP &amp; D/W/NCB/Access Road Yala/2025/20.</b>
1.	1.1.14	Intended Completion Date	Intended Completion Date is 60 <b>Days</b> from the Start Date
2.		Source of Funds	The source of funds is GOSL
18		<b>Bids Closing</b>  <b>Bids Validity</b>	<b>Date: December 23, 2025</b> <b>Time: 14.00 hrs</b> <b>Venue: Procurement Division (4th Floor)</b> <b>Sri Lanka Tourism Development Authority</b> <b>No.80, Galle Road,</b> <b>Colombo 03</b> <b>Bids shall be valid 91 days from the date of Bid closing</b>
31.	4.4	Performance Security	Amount of Performance Security requirement is 5 % of the Initial Contract Price. And issued by an agency stipulated below using the form for performance security (unconditional guarantee) included in section 2 Standard forms.
	6.4	Late Completion	The amount to be paid is 0.1% per Day as a liquidated damage, subjected to maximum of 10% of Initial Contract Price.



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	8.1	Notification of Defects	The period for Defect Notification is 365 <b>days</b> from Taking Over.
	10.3	Retention	The amount of retention is 10 % of certified work done. The maximum amount of retention is 5 % of Initial Contract Price.



## **Section 6**

### **SPECIFICATIONS**

All necessary details have been provided in the BOQ.

Any detail which are not covered will be issued by the employer on the request of contractor



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## **Section 7**

### **BILLS OF QUANTITIES**

# SRILANKA TOURISM DEVELOPMENT AUTHORITY

## BILL OF QUANTITIES (BOQ) IMPROVEMNET WORKS AT YALA HOTEL MAIN ACCESS ROAD

Item No.	Description	Unit	Qty	Rate Rs.	Amount Rs.
<b>Bill No. 01 - Preliminaries and General</b>					
1	Allow for mobilization and demobilization	Item	Allow	L.S	117,586.80
2	Provide all necessary bonds & Securities	Item	Allow	P.S	25,000.00
3	Allow for traffic safety & control providing, erecting and maintaining barricades, road signs, markings, lights etc. and Allow for Environment monitoring and mitigation measures	Item	Allow	P.S	50,000.00
4	Allow for Quality control	Item	Allow	P.S	50,000.00
5	Allow for Surveying	Item	Allow	P.S	250,000.00
6	Allow for Site clearing	Item	Allow	P.S	25,000.00
<b>Bill No. 01 Carried to Summary:</b>					
<b>Bill No. 02 - Laying Gravel</b>					
1	Site clearing	Item	1.00		
2	Supplying, spreading and compacting approved soil	Cu.m	558.00		
3	Trimming , levelling & compaction	Sq.m	3,720.00		
4	Water bowser	Day	20.00		
<b>Bill No.02 Carried to Summary:</b>					
<b>Bill No. 03 - Laying ABC</b>					
1	Supplying, spreading and compacting approved soil	Cu.m	930.00		
2	Water bowser	Day	20.00		
<b>Bill No.03 Carried to Summary:</b>					
<b>Bill No. 04 -Paving Rubble</b>					
1	Supplying, Rubble	Cu.m	168.00		
2	Paving Rubble	Sq.m	744.00		
<b>Bill No.04 Carried to Summary:</b>					

<b>Bill No. 05 -Concrete drain</b>					
<b>1</b>	Excavation work	Cu.m	168.00		
<b>2</b>	G-15 Concrete	Cu.m	-		
<b>3</b>	Plum concrete	Cu.m	242.00		
<b>4</b>	G-25 Concrete	Cu.m	36.00		
<b>5</b>	10mm Dia Steel	Kg			
<b>6</b>	Form work	Sq.m	1,612.00		
<b>7</b>	Steel Anchering work	Ps	1.00	100,000.00	100,000.00
<b>Bill No.05 Carried to Summary:</b>					

### Main Summary

BILL NO	DESCRIPTION		AMOUNT (SLR)
Bill No 1	Preliminaries and General	Rs.	
Bill No 2	Laying Gravel	Rs.	
Bill No 3	Laying ABC	Rs.	
Bill No 4	Paving Rubble	Rs.	
Bill No 5	Concrete drain	Rs.	
	<b>SUB TOTAL I</b>	<b>Rs.</b>	
	DISCOUNT (.....%)	<b>Rs.</b>	
	<b>SUB TOTAL II</b>	<b>Rs.</b>	
	CONTINGENCIES 10%	<b>Rs.</b>	
	<b>GRAND TOTAL (Excluding Taxes) C/F to Bid Submission Form</b>	<b>Rs.</b>	
	SSCL 2.5%	<b>Rs.</b>	
	<b>GRAND TOTAL (Considered for VAT)</b>	<b>Rs.</b>	
	ADD: 18% VAT	<b>Rs.</b>	
	<b>GRAND TOTAL (Including Taxes)</b>	<b>Rs.</b>	

Name of the Contractor: .....

Address: .....

Contact Number: .....

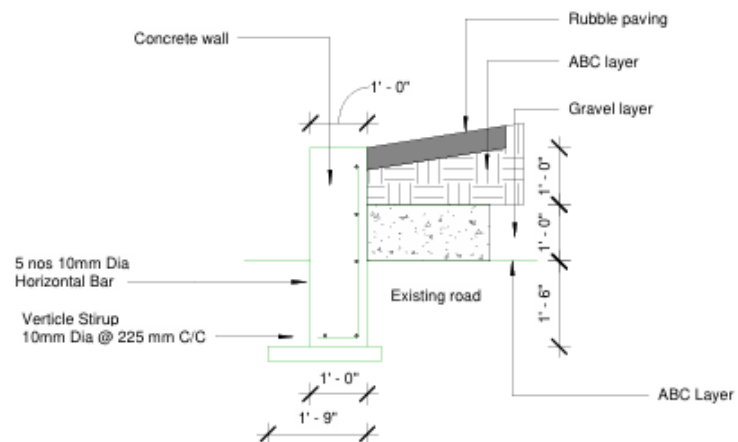
Signature (Authorized representative): .....

Seal: .....

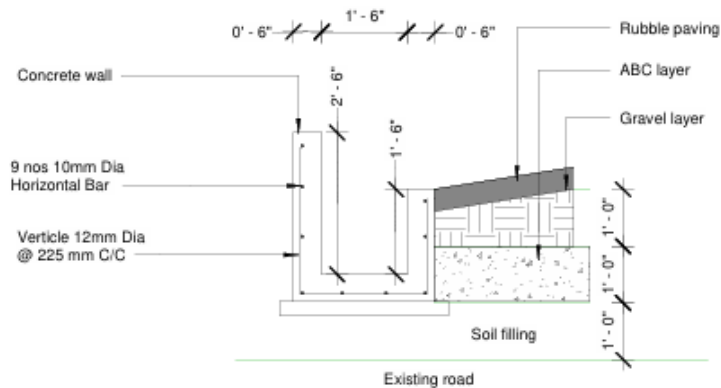


**Section 8**  
**DRAWINGS**



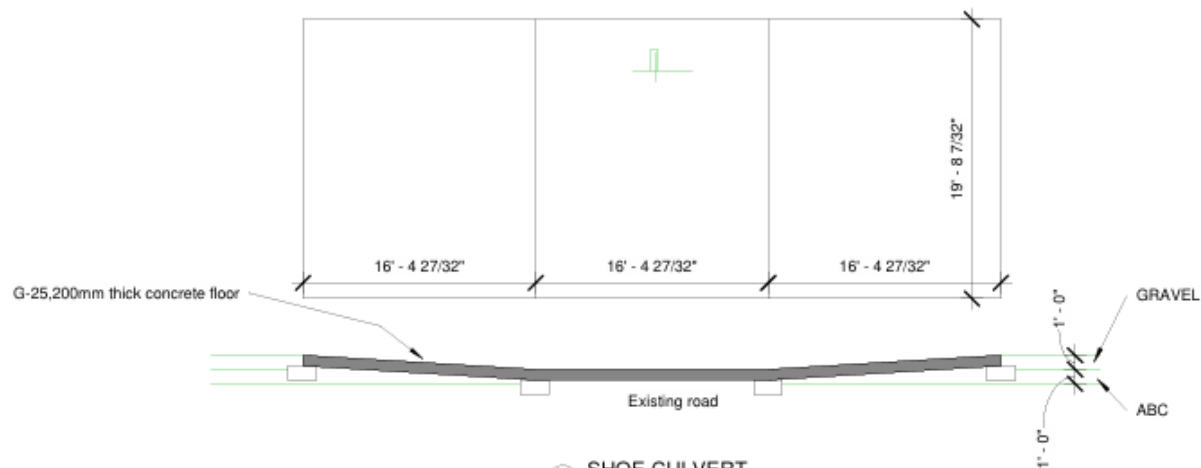


CHANAGE, 600 m- 1200 m

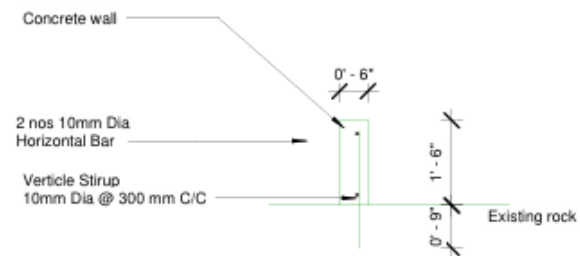


CHANAGE, 0.00 m- 550 m

① DRAIN & WALL  
1 : 25



② SHOE CULVERT  
1 : 100



CHANAGE, 550 m - 600 m