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GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC  
OF SRI LANKA

Ministry of Health (MOH)

Primary Healthcare System Strengthening Project (PSSP)–  
Funded by the World Bank (Loan No. IBRD - 8878)

Bidding Document for  
Procurement of Small Works

**Construction and Installation of 26 Nos of Air-  
Conditioned Cargo Drug Stores with Solar  
Power at Health Institutions Island Wide**

**Contract no: LK-MHNIM-252240-CW-RFB**

REQUEST FOR BID

National Competitive Bidding

12<sup>th</sup> October 2021

Primary Healthcare System Strengthening Project (PHSSP),  
03<sup>rd</sup> Floor of the J R Jayawardene Centre, No. 191, Dharmapala Mawatha,  
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*Reference Only*

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# Standard Bidding Document

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## **PART 1 – Bidding Procedures**

Reference Only



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# Section 1 - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of the Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this bidding are **specified in the BDS**.
  - 1.2 Throughout this Bidding Document:
    - (a) the term “in writing” means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
    - (c) “day” means calendar day; and
    - (d) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any

rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

**3. Corrupt and Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**4. Eligible Bidders**

4.1 A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.5—or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

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

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

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

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

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is

- involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
  - (g) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
  - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
  - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of

debarred firms and individuals is available at the electronic address **specified in the BDS**.

- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Eligible Materials, Equipment and Services**

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

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI – Bank Policy-Corrupt and Fraudulent Practices

**PART 2 Works Requirements**

Section VII - Works Requirements

**PART 3 Conditions of Contract and Contract Forms**

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

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

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

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant

to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

**C. Preparation of Bids**

**9. Cost of Bidding**

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

**10. Language of Bid**

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

**11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
  - (b) completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
  - (d) alternative bids, if permissible, in accordance with ITB 13;

- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16;
- (h) any other document **required in the BDS**.

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

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

## 12. Letter of Bid and Schedules

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

## 13. Alternative Bids

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

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

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works.



Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, 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 will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.
- 14.7 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 and prices<sup>1</sup> and the total bid price submitted by the Bidder.

- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable<sup>2</sup>, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

<sup>1</sup> In lump sum contracts, delete "rates and prices and the."

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

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

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

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

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

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**.

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank

guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 If a bid security or Bid Securing Declaration is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, 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 and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 42.
- 19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
- 19.7 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 Letter of Bid, , or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 41; or
    - (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 42.
- 19.8 The bid security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

**20. Format and  
Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

**D. Submission and Opening of Bids**

**21. Sealing and  
Marking of Bids**

21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes

containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
- (c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

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

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

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

**23. Late Bids**

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

**24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in

addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION,” and

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

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

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

## 25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be

initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **E. Evaluation and Comparison of Bids**

#### **26. Confidentiality**

- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

#### **27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid given 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, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.



- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Document;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, 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.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.
- 30.2 Provided that a 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 bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may 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 methods specified in Section III (Evaluation and Qualification Criteria).

**31. Correction of  
Arithmetical  
Errors**

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

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to  
Single Currency**

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

**33. Margin of  
Preference**

33.1 **Unless otherwise specified in the BDS**, a margin of preference for domestic bidders<sup>3</sup> shall not apply.

<sup>3</sup> An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country

**34. Subcontractors**

34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.

34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.

**35. Evaluation of Bids**

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

35.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities<sup>4</sup> for admeasurement contracts, but including Daywork<sup>5</sup> items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3;

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

<sup>4</sup> In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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

- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in bid evaluation.
- 35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.
- 35.5 If the bid for an admeasurement contract, 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.
- 36. Comparison of Bids** 36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 37. Qualification of the Bidder** 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 37.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **F. Award of Contract**

- 39. Award Criteria** 39.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online the results identifying the bid and lot (contract) numbers and the following information:
- (i) name of each Bidder who submitted a Bid;
  - (ii) bid prices as read out at Bid Opening;
  - (iii) name and evaluated prices of each Bid that was evaluated;
  - (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
  - (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
- 40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X. Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 43. Adjudicator**
- 43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

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## **Section II - Bid Data Sheet (BDS)**

### **A. Introduction**

*Reference Only*

<b>ITB 1.1</b>	<p>The number of the Invitation for Bids is : <b><i>LK-MHNIM-252240-CW-RFB</i></b></p> <p>The Employer is: <b><i>Primary Healthcare System Strengthening Project</i></b></p> <p>The name of the bidding process is:</p> <p><b><i>Construction and Installation of 26 Nos of Air-Conditioned Cargo Drug Stores with Solar Power</i></b></p> <p>The identification number of the bidding process is:</p> <p><b><i>LK-MHNIM-252240-CW-RFB</i></b></p> <p>The number and identification of lots comprising this bidding process is:</p> <table border="1" data-bbox="344 653 1307 1726"> <tr> <td data-bbox="344 653 474 1260"><b><i>Lot A</i></b></td> <td data-bbox="474 653 1307 1260"> <p><b><i>Construction and Installation of 10 Nos of Air-Conditioned Cargo Drug Stores with Solar Power at health Institutions island wide</i></b></p> <ol style="list-style-type: none"> <li>1. Divisional Hospital- Kopai,(Jaffna)</li> <li>2. Divisional Hospital- Puunakarei ( Kilinochchi)</li> <li>3. Divisional Hospital- Unappulawu (Mullaitivu)</li> <li>4. Divisional Hospital- Adampane (Mannar)</li> <li>5. Divisional Hospital- Puwarasankulam (Vavuniya)</li> <li>6. Divisional Hospital- Selvanagapuram (Trincomalee)</li> <li>7. Divisional Hospital- Mihinthale (Anuradapura)</li> <li>8. Divisional Hospital- Chenkaladi (Batticaloa)</li> <li>9. Divisional Hospital- Damana (Ampara)</li> <li>10. Divisional Hospital- Annamale (Kalmune )</li> </ol> </td> </tr> <tr> <td data-bbox="344 1260 474 1726"><b><i>Lot B</i></b></td> <td data-bbox="474 1260 1307 1726"> <p><b><i>Construction and Installation of 08 Nos of Air-Conditioned Cargo Drug Stores with Solar Power at health Institutions island wide</i></b></p> <ol style="list-style-type: none"> <li>1. Divisional Hospital- Attanakadawala (Polonnaruwa)</li> <li>2. Divisional Hospital- Dankotuwa (Puttalam)</li> <li>3. Divisional Hospital- Hiripitiya (Kurunegala)</li> <li>4. Chest Clinic (Mathale)</li> <li>5. District General Hospital- Theldeiniya (Kandy)</li> <li>6. Divisional Hospital- Bogawanthalawa (Nuwara Eliya)</li> <li>7. Divisional Hospital- Mahapallegama (Kegalle)</li> <li>8. Divisional Hospital- Pallebedda (Ratnapura)</li> </ol> </td> </tr> </table>	<b><i>Lot A</i></b>	<p><b><i>Construction and Installation of 10 Nos of Air-Conditioned Cargo Drug Stores with Solar Power at health Institutions island wide</i></b></p> <ol style="list-style-type: none"> <li>1. Divisional Hospital- Kopai,(Jaffna)</li> <li>2. Divisional Hospital- Puunakarei ( Kilinochchi)</li> <li>3. Divisional Hospital- Unappulawu (Mullaitivu)</li> <li>4. Divisional Hospital- Adampane (Mannar)</li> <li>5. Divisional Hospital- Puwarasankulam (Vavuniya)</li> <li>6. Divisional Hospital- Selvanagapuram (Trincomalee)</li> <li>7. Divisional Hospital- Mihinthale (Anuradapura)</li> <li>8. Divisional Hospital- Chenkaladi (Batticaloa)</li> <li>9. Divisional Hospital- Damana (Ampara)</li> <li>10. Divisional Hospital- Annamale (Kalmune )</li> </ol>	<b><i>Lot B</i></b>	<p><b><i>Construction and Installation of 08 Nos of Air-Conditioned Cargo Drug Stores with Solar Power at health Institutions island wide</i></b></p> <ol style="list-style-type: none"> <li>1. Divisional Hospital- Attanakadawala (Polonnaruwa)</li> <li>2. Divisional Hospital- Dankotuwa (Puttalam)</li> <li>3. Divisional Hospital- Hiripitiya (Kurunegala)</li> <li>4. Chest Clinic (Mathale)</li> <li>5. District General Hospital- Theldeiniya (Kandy)</li> <li>6. Divisional Hospital- Bogawanthalawa (Nuwara Eliya)</li> <li>7. Divisional Hospital- Mahapallegama (Kegalle)</li> <li>8. Divisional Hospital- Pallebedda (Ratnapura)</li> </ol>
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	<p><i>Lot C</i></p> <p><i>Construction and Installation of 08 Nos of Air-Conditioned Cargo Drug Stores with Solar Power at health Institutions island wide</i></p> <ol style="list-style-type: none"> <li>1. District Hospital- Divulapitiya (Gampaha)</li> <li>2. Divisional Hospital- Kosgama (Colombo)</li> <li>3. Divisional Hospital- Halthota (Kaluthara)</li> <li>4. Divisional Hospital- Athimale (Monaragala)</li> <li>5. Divisional Hospital- Unawatuna (Galle)</li> <li>6. Divisional Hospital- Akuressa (Matara)</li> <li>7. Divisional Hospital- Kirinda (Hambanthota)</li> <li>8. Divisional Hospital- Nedunamuwa (Badulla)</li> </ol> <p>Bids are invited for individual lots (contracts) or for any combination of lots (packages)</p>
<b>ITB 2.1</b>	<p>The Borrower is:  <b>Government of the Democratic Socialist Republic of Sri Lanka</b></p> <p>The name of the Project is:  <b><i>Primary Healthcare System Strengthening Project</i></b></p> <p>Loan or Financing Agreement amount: <b><i>USD 200 Million</i></b></p>
<b>ITB 4.1</b>	<p>Maximum number of members in the JV shall be: <b><i>Two</i></b></p>
<b>ITB 4.4</b>	<p>A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>

### B. Bidding Documents

<b>ITB 7.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p>Attention: <b>Project Director, Primary Healthcare System Strengthening Project</b></p> <p>Street Address: <b>3<sup>rd</sup> Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha, Colombo 07</b></p> <p>Telephone: : <b>+94112680549</b></p> <p>Facsimile number: <b>+94112680490</b></p> <p>Electronic mail address: <a href="mailto:psspmoh.lk@gmail.com"><u>psspmoh.lk@gmail.com</u></a></p> <p>Web page: <b>www.pssp.health.gov.lk</b></p> <p>Requests for clarification should be received by the Employer no later than 10<sup>th</sup> December 2021.</p> <p>Web page: <a href="http://www.pssp.health.gov.lk"><u>www.pssp.health.gov.lk</u></a></p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting shall take place.</p> <p>Time: 1000 Hrs</p> <p>Date: 14<sup>th</sup> December 2021</p> <p>Place: Auditorium of the Primary Healthcare System Strengthening Project, 3rd Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha, Colombo 07</p> <p>A site visit conducted by the Employer shall not be organized.</p>

### C. Preparation of Bids

<b>ITB 10.1</b>	<p>The language of the bid is: <b><i>English</i></b></p> <p>All correspondence exchange shall be in <b><i>English</i></b> language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
<b>ITB 11.1 (b)</b>	<p>The following schedules shall be submitted with the bid:</p> <ul style="list-style-type: none"> <li>• Key Personnel Schedule ( Form PER 1),</li> <li>• Resume and Declaration of Key Personnel ( Form PER 2),</li> <li>• Bidder Information Form (Form ELI -1.1)</li> <li>• Information Form for JV Bidders (Form ELI -1.2)</li> </ul>

	<ul style="list-style-type: none"> <li>• Performance Declaration Environmental, Social, Health, and Safety (Form CON – 3)</li> <li>• Current Contract Commitments / Works in Progress (Form CCC)</li> <li>• Financial Situation and Performance (Form FIN – 3.1)</li> <li>• Average Annual Construction Turnover (Form FIN - 3.2)</li> <li>• Specific Construction and Contract Management Experience (Form EXP - 4.2)</li> </ul>
<b>ITB 11.1 (h)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> <li>• Code of Conduct (ESHS)</li> <li>• Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</li> </ul> <p>Bidder shall prepare the environmental, social, health and safety requirements as per following Annexures.</p> <p>Annexure No 1- Environmental and Social Code of Conduct for Supply and Installation of Containerized Drug Stores with Air Condition and Solar Energy.</p> <p>Annexure No 1I - COVID-19 Occupational Health and Safety measure for Construction Projects</p>
<b>ITB 13.1</b>	Alternative bids <i>shall not be</i> permitted.
<b>ITB 13.2</b>	Alternative times for completion <i>shall not be</i> permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <i>None</i>
<b>ITB 14.5</b>	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The currency of the bid and the currency of payments shall be in Sri Lankan Rupees
<b>ITB 18.1</b>	The bid validity period shall be up to 26 <sup>th</sup> April 2022 (119 days)
<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor(s): <i>Not Applicable</i>

<b>ITB 19.1</b>	<p>A Bid Security <i>shall be</i> required. The amount and currency of the bid security shall be:</p> <table border="1" data-bbox="402 289 1373 531"> <tr> <td data-bbox="402 289 529 369"><i>Lot A</i></td> <td data-bbox="529 289 1373 369"><i>500,000.00 Sri Lankan Rupees</i></td> </tr> <tr> <td data-bbox="402 369 529 449"><i>Lot B</i></td> <td data-bbox="529 369 1373 449"><i>500,000.00 Sri Lankan Rupees</i></td> </tr> <tr> <td data-bbox="402 449 529 531"><i>Lot C</i></td> <td data-bbox="529 449 1373 531"><i>500,000.00 Sri Lankan Rupees</i></td> </tr> </table> <p>Validity period of the Bid Security until 24<sup>th</sup> May 2022 or beyond any period of extension if requested under ITB 18.2 Addressed to: Project Director, Primary Healthcare System Strengthening Project , 3rd Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha, Colombo 07.</p>	<i>Lot A</i>	<i>500,000.00 Sri Lankan Rupees</i>	<i>Lot B</i>	<i>500,000.00 Sri Lankan Rupees</i>	<i>Lot C</i>	<i>500,000.00 Sri Lankan Rupees</i>
<i>Lot A</i>	<i>500,000.00 Sri Lankan Rupees</i>						
<i>Lot B</i>	<i>500,000.00 Sri Lankan Rupees</i>						
<i>Lot C</i>	<i>500,000.00 Sri Lankan Rupees</i>						
<b>ITB 19.3</b>	<p>Bid Security shall be an unconditional guarantee issued by a commercial bank in Sri Lanka. If the unconditional guarantee is issued by a bank located outside Sri Lanka, the issuing bank shall have a correspondent bank located in Sri Lanka to make it enforceable. The Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms. Other types of acceptable securities: Not Applicable</p>						
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <i>One</i>						

#### D. Submission and Opening of Bids

<b>ITB 22.1</b>	Bidders <i>shall not</i> have the option of submitting their bids electronically.
<b>ITB 22.1</b>	<p>For <b>bid submission purposes</b> only, the Employer's address is: Attention: <b>Project Director, Primary Healthcare System Strengthening Project</b> Street Address: <b>3<sup>rd</sup> Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha, Colombo 07</b></p> <p><b>The deadline for bid submission is:</b> <b>Date: 28<sup>th</sup> December 2021</b> <b>Time: 1000 Hrs</b></p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at: <b>Primary Healthcare System Strengthening Project</b></p>

	<p>Street Address: <b>3<sup>rd</sup> Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha, Colombo 07</b></p> <p><b>Date: 28<sup>th</sup> December 2021</b></p> <p><b>Time: 1000 Hrs</b></p>
<b>ITB 25.3</b>	The Letter of Bid and Priced Bill of Quantities shall be initialed by two representatives of the Employer conducting Bid opening.

#### E. Evaluation and Comparison of Bids

<b>ITB 33.1</b>	A margin of preference <i>shall not</i> apply.
<b>ITB 34.1</b>	Employer does not intend to execute any specific elements of the Works by sub-contractors.
<b>ITB 35.2</b>	Maintenance cost shall be considered for evaluation

#### F. Award of Contract

<b>ITB 42.1</b>	<p>A Performance Security shall be required denominated in Sri Lankan Rupees.</p> <p>Performance Security shall be;</p> <ol style="list-style-type: none"> <li>1. The amount of the performance security is 5% of the Contract Price.</li> <li>2. Validity period of the Performance Security should be 28 days beyond the completion date.</li> <li>3. Addressed to The Project Director, <b>Primary Healthcare System Strengthening Project</b>, 3rd Floor, J.R. Jayewardene Center, 191, Dharmapala Mawatha, Colombo 07, Sri Lanka</li> <li>4. Issued by a bank acceptable to the central Bank of Sri Lanka. If the Performance Security is issued by a bank/institution located outside Sri Lanka, the issuing bank/institution shall have a correspondent bank/institution located in the Purchaser's Country to make it enforceable.</li> </ol>
<b>ITB 43.1</b>	<p>The Adjudicator proposed by the Employer is <b>Construction Industry Development Authority</b>.</p> <p>Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case by case basis and shall be shared equally by the contractor and the employer.</p>

	<p>The Adjudicator shall be appointed by employer and contractor with mutual consent of both parties. Person pointed as the Adjudicator shall not be associated with the project directly and he should be in the position to demonstrate impartially and independence in his functions.</p>
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Reference Only

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## **Section III - Evaluation and Qualification Criteria**

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Reference Only

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**1. Margin of Preference – Not Applicable****2. Evaluation**

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

**2.1 Adequacy of Technical Proposal- Not Applicable****2.2 Multiple Contracts**

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

**2.3 Alternative Completion Times – Not Applicable****2.4 Technical Alternatives – Not Applicable****2.5 Specialized Subcontractors – Not Applicable**

### 3. Qualification

#### 3.1.1 General Eligibility Criteria

Eligibility Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	<b>Government Owned Entity of the Borrower country</b>	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or Borrower's country law</b>	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

2. Historical Contract Non Performance : Not Applicable

3. Financial Situation and Performance

Minimum Requirement	Identification of lots comprising this bidding process			Submission Requirements
	Lot A or Lot B or Lot C	Any Combination two Lots	All three Lots	
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 _____ for the subject contract(s) net of the Bidders other commitments	25,000,000.00	50,000,000.00	75,000,000.00	Form FIN – 3.1, with attachments
Minimum average annual construction turnover of LKR _____ within the last two years,	40,000,000.00	75,000,000.00	100,000,000.00	Form FIN – 3.2

Note: If the bidder is in Joint Venture, shall meet the requirement with combine approach

#### 4 Experience

A minimum number of one similar nature and complexity contract that has been satisfactorily and substantially completed as a prime contractor, joint venture member, during last five years.

**Submission Requirement : Form EXP - 4.2**

#### 5. Key Personnel

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

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

#### Key Personnel

Lot Description	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience	Submission Requirements
Lot A or Lot B or Lot C	Technical officer – 01 position	NDT, NVQ 6 or equivalent.	Three Years	Form PER -1
Any combination two Lots	Technical officer – 02 positions	NDT, NVQ 6 or equivalent.	Three Years	Form PER -1

All three Lots	Technical officer – 03 positions	NDT, NVQ 6 or equivalent.	Three Years	Form PER -1
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**6. Equipment : Not Applicable**

**7. ICTAD Registration**

Identification of lots comprising this bidding process			Submission Requirements
Lot A or Lot B or Lot C	Any Combination two Lots	All three Lots	
C4 or above	C3 or above	C3 or above	Attachments



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## Section IV - Bidding Forms

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Form EXP - 4.2(b): Construction Experience in Key Activities..... **Error! Bookmark not defined.**

## Letter of Bid

Date: *[insert date (as day, month and year) of Bid Submission]*

Invitation for Bid No.: LK-MHNIM-252240-CW-RFB

To: **Project Director, Primary Healthcare System Strengthening Project,  
3<sup>rd</sup> Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha, Colombo 07**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) \_\_\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works: **[insert a brief description of the Works]**;
- (e) The total price of our Bid, excluding any discounts/ applicable Taxes offered in item (f) below is:

Identification of Lot	In words	In figure
Lot A		
Lot B		
Lot C		

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

(i) The discounts offered are: [Specify in detail each discount offered.]



- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*:
- (g) Our bid shall be valid for a period of *[specify the number of calendar days]* 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;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>6</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

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

- (m) 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
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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<sup>6</sup> Bidder to use as appropriate

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

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

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

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

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

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

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

## Schedules

### Bill of Quantities

#### 1. Lot A: Construction and Installation of 10 Nos of Air Conditioned Cargo Drug Stores with Solar Power

1. Divisional Hospital- Kopai,(Jaffna)
2. Divisional Hospital- Puunakarei ( Kilinochchi)
3. Divisional Hospital- Unappulawu (Mullaitivu)
4. Divisional Hospital- Adampane (Mannar)
5. Divisional Hospital- Puwarasankulam (Vavuniya)
6. Divisional Hospital- Selvanagapuram (Trincomalee)
7. Divisional Hospital- Mihinthale (Anuradapura)
8. Divisional Hospital- Chenkaladi (Batticaloa)
9. Divisional Hospital- Damana (Ampara)
10. Divisional Hospital- Annamale (Kalmune )

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><i>The bidder is thoroughly advised to visit the proposed work site and asses the additional costs to be born if any. It is the bidder's responsibility to asserting the existing working conditions, governing factors to access to the site, the extent of working space, storage area, working with the day to the day functioning of the hospital, protecting environment etc and rating the BOQ.</i></p> <p><b>A. Preliminaries</b></p>	Note			
A-01	Allow provisional sum for providing Performance Bond for the contract.	PS			125,000.00
A-02	Allow provisional sum for providing Mobilization Advance Bond	PS			425,000.00

A-03	Allow Provisional sum for insurance of works, Machinery and Equipment, Plant , materials, third party persons and properties and Employer's personnel & property at site as per the contract.	PS			100,000.00
A-04	Allow Provisional sum for insurance against accidents & injury to contractor's personnel.	PS			100,000.00
A-05	Allow Provisional sum for Proceed the Environmental and Social Code of Conduct (Annexure I) and Occupational Health & Safety (OHS) Covid 19 measures (Annexure II)	PS			800,000.00
<b><i>Preliminaries Carried to main summery</i></b>					<b>Rs. 1,550,000.00</b>
<b><u>B. Excavation &amp; Earth Work</u></b>					
<i>Excavation shall be done as instructed by the Engineer and with close supervision of the Engineer's representative. Foundation depth may have varied according to site condition.</i>		Note			
<i>Trimming sides, keeping clean and consolidating bottom of bases and trenches etc. leveling and consolidation where required. leveling and compacting where required under slabs or sub floor layers. Cost of Dewatering should also be included into the rate.</i>		Note			
<i>Back filling with selected excavated materials from site as specified and directed.</i>		Note			
<i>Any necessary additional excavation for working space, planking and strutting, shoring or any other form of supporting earth, formwork etc.</i>		Note			
B-01	Clearing site vegetation manually including removal of bushes, shrub removing rubbish up to a distance of 30'-0".	m <sup>2</sup>	250		

B-02	Excavation for foundation and well in any material except rock requiring blasting part return fill in and ram and surplus disposed within the site as directed.	m <sup>3</sup>	40		
B-03	Supplying and filling under floors with gravel or other filling material approved by the Engineer including spreading, watering and well ramming using Whacker or other similar machine in 75mm layers as directed.	m <sup>3</sup>	35		
<b><i>Excavation &amp; Earth Work Carried to main summery</i></b>					<b>Rs.</b>
<b><u>C. Concrete</u></b>					
C -01	- 50mm thick cement concrete screed 1:3:6 (25) in base and step	m <sup>2</sup>	50		
C -02	Grade 25 Concrete for base and step.	m <sup>3</sup>	20		
<b><i>Concrete Carried to main summery</i></b>					<b>Rs.</b>
<b><u>D. Formwork</u></b>					
D-01	15mm thick Plywood form work for sides of base and step .Rate include for removal)	m <sup>2</sup>	50		
<b><i>Formwork Carried to main summery</i></b>					<b>Rs.</b>
<b><u>E. Reinforcement</u></b>					
E-01	Supplying and BS 4449 high Yield steel bars and laid in positing as reinforcement of Tor Steel reinforcement for base and step with binding wire.	kg	1,500.0		
<b><i>Reinforcement Carried to main summery</i></b>					<b>Rs.</b>

F-01	<p><b><u>F. Cargo Box</u></b></p> <p>Supply and Installation of 1 no of 6000mm x 2400mm Container Box (Cargo Box) Including followings,</p> <p><b><u>Door &amp; Window</u></b></p> <p>1.Aluminium half glass swing door with lock and handle (Size 1050mm x 2100mm) - 01 Nos (Steel frame work made out of GI box bars) with Outdoor canopy (1200mm X 900mm)</p> <p><b><u>Insulation</u></b></p> <p>Interior all panels insulated with 8mm Polyethylene form laminated with metalized film-McFoil</p> <p><b><u>Interior Paneling</u></b></p> <p>Interior cladding with 3mm emboss board 3mm single side Mac foil between cladding and metal wall</p> <p><b><u>Ceiling</u></b></p> <p>Size 2400mm x 1200mm, 3mm thick white ply board</p> <p><b><u>Flooring</u></b></p> <p>PVC Carpet with self-leveling.</p> <p><b><u>Painting</u></b></p> <p>Exterior and interior metal surfaces de-corroded &amp; spry painted with appropriated primer coats and exterior spray painted with marine paint. (Interior - only primer coats) - <b>Cargo Box exterior paint should be as per the given colours and given design and should get prior approval from engineer.</b></p> <p><i>Cargo box Carried to main summery</i></p>	Item	10		
				Rs.	

<b><u>G. Solar System and Generator</u></b>			
	Provide the required materials, equipment's, tools, machines and skilled labours for Providing and installing a Photovoltaic Solar Power system <b>including roof frame work</b> (should get prior approval from engineer before fixing), on grid Complete Set of Production Capacity 4 kW (Rated Nominal Power 4 kW, Voltage Range 230Vac, Monitoring & Data Storage and Operator Panel) consisting from Solar Panels, Solar Racks, Smart Inverters, Regulators, Connection Cables, Plugs & Sockets etc.		
G-01	Supply and Installation of grid connected roof solar power system of 4kW Monocrystalline type Solar panels with AC output to the grid from each location of the Cargo drug store with easy access to the system. The rate shall include supply, installation & termination of all the connecting cables & materials. (Make necessary arrangement for access to the solar system for maintenance purposes)	Item	10
G-02	Supply and Installation of Aluminum or Galvanized Iron Structure (should get prior approval from engineer before fixing & should include all accessories needed for the installation)	Item	10
G-03	Supply and Installation single phase Grid-tie inverter with enclosure including cables (Capacity shall be match with the solar system capacity)	nr	10
G-04	Cost of any other item proposed by the Equipment Supplier/Contractor, for satisfactory operation of the system. (Contractor shall give detailed breakdown in this regard)	PS	500,000.00

G-05	<p>Supply &amp; install, commission &amp; maintenance for one year of 6kVA, 230 V, single Phase, 50Hz (Stand by) petrol generator including generator control panel with sound proof canopy ( 70dB(A) @ 7m) , protection equipment, and all necessary accessories for controlling system, generator earthing as specified in the technical specifications. The rate shall include making necessary arrangement for place the generator outside the cargo box.</p> <p><i>Solar system and Generator Carried to main summery</i></p>	nr	10		
					<i>Rs.</i>
H-01	<p><b><u>H. Moving Rack System</u></b></p> <p>Racking system should be included following item and should be get prior approval from Engineer before fixing, Ten racks fixed internally , Should be movable on two rails , Replaceable captor wheels are fixed on base of the racks, 4.5' moving space in between any two racks, Dimensions of a shelf: 5' X 1.5', 5 adjustable shelves in one rack from top to bottom.</p> <p>Supply and fixing of 1.5 mm thick checker plate (gauge 23), Sample should be got prior approval.</p>	m <sup>2</sup>	480		
H-02	<p>Supply and fixing of 50mm x 50mm - 3mm thick steel box bars including painting two coats of enamel paints including welding, Sample should be got prior approval.</p>	m	500		
H-03	<p>Supply and fixing of rail system on the carpet and heavy-duty moving wheels with lockable system to under the rack system. Including all necessary accessories.</p> <p><i>Rack system Carried to main summery</i></p>	PS			750,000.00
					<i>Rs.</i>



	<p><b><u>I. Electrical System</u></b></p> <p>Rates in Bill of Quantities shall include all necessary materials (Cables, conduits, PVC sunk box, bulbs, switches etc.) and labour required to complete the electrical installation to good working order.</p> <p>Except where specifically stated, all costs associated with provision of all holes, openings, chases, ducts and other builders' work required for installation and make them good, shall be included in the rates.</p> <p>Where reference is made to certain manufactures' products and items identified by registered trademarks, has been done for the sole purpose of defining and establishing standards of quality and performance and not with the intention of restricting the procurement of material or fitting to a particular manufacturer. However, all equipment and material should meet the BS or an equivalent standard.</p>				
	<p>Testing and commissioning of the electrical installation is to be carried out by the contractor and inspection report submitted according to the requirements of the power supply authority.</p> <p>Electrical items (MCB, RCCB etc.) should be of European/Japanese origin or to the BS or equivalent and items without an accredited agent in Sri Lanka shall not be accepted. Guarantee cards should be provided from Accredited agent before installation.</p> <p>All panel boards and consumer units should have wire numbering and a laminated circuit diagram should be pasted on the inside surface of the door.</p>				

I-01	<p><b>Distribution Board</b></p> <p><i>Supply and installation of following surface/flush mounted Distribution Board.</i></p> <p><i>Rate shall include the cost for necessary CT's protection Relays, internal connections transport and all other accessories required.</i></p> <p><i>Enclosure shall be surface/flush mounted type fabricated out of 1.2mm thick sheet steel and powder coated.</i></p> <p><i>All panel boards and consumer units should have wire numbering and a laminated circuit diagram should be pasted on the inside surface of the door.</i></p> <p><b>Solar Combiner Panel</b></p> <p>Enclosure</p> <p>02 Nos 40A 2P MCB, with 6 kA breaking capacity</p> <p>1 Set of 32A Bus Bar</p> <p><b>Equipment to be to the BS and European/Japanese make</b></p> <p><b>DB 1</b></p>	<p>Note</p> <p>Note</p> <p>Note</p> <p>nr</p> <p>nr</p>	<p>10</p> <p>10</p>		
I-02	<p>Enclosure</p> <p>01 Nos 40A 2P MCB, with 6 kA breaking capacity</p> <p>01 Nos of 40 A, 2P RCCB, with 30mA sensitivity</p> <p>01 Nos of 40 A, 2P RCCB, with 100mA sensitivity</p> <p>03 Nos. 16A SP MCB, with 6kA breaking capacity</p>				

	06 Nos. 10A SP MCB, with 6kA breaking capacity Earth Bus Bar <b>Equipment to be to the BS and European/Japanese make</b>				
I-03	<b>Auto Transfer Switch</b> 01 No. 230V, 40A, 2-pole Auto Transfer Switch (electrically & mechanical interlock) with automatic controller with indicator lamps	nr	10		
I-04	<b>Cables</b> Supply, installation (with all materials required including conduits/casing, termination, excavation & backfilling) of following cables CEB to Solar Combiner Panel through the industrial socket outlet	PS			300,000.00
I-05	<b>Solar Combiner Panel to ATS</b> 2 Core 10mm <sup>2</sup> Cu/PVC/PVC	m	50		
I-06	Single Core 10mm <sup>2</sup> Cu earth cable	m	50		
I-07	<b>Generator to ATS</b> 2 Core 10mm <sup>2</sup> Cu/SWA/PVC	m	150		
I-08	Single Core 10mm <sup>2</sup> Cu earth cable	m	150		

	<b>ATS to DB</b>				
I-09	2 Core 10mm <sup>2</sup> Cu/PVC/PVC	m	40		
I-10	Single Core 10mm <sup>2</sup> Cu earth cable	m	40		
	<p><b><u>Light Fittings</u></b>  Supply and installation of following light fittings complete with lamp, electronic ballast, ceiling rose, flexible cable, terminals, suspension hooks and all other material required. Light fittings shall be of the highest quality, and each type of light fitting shall be subjected to the approval of the Electrical Engineer. Fittings shall be made of non-corrosive material (polycarbonate or fiber reinforced polyester) or powder coated GI sheet steel. (Gauge 20-22 as applicable)</p> <p>The louver or diffuser as applicable shall be easily openable or detectable for replacement of lamps.</p> <p>The rates shall include all materials required for a good installation.</p> <p>All joints of GI sheet fabricated housing shall be spot welded.</p> <p>All the accessories shall comply with the relevant British / IEC standards.</p>				
I-11	Supply and installation of Surface mounted down light with LED module and bottom glass. (18W, 1800 lm)	nr	60		
I-12	Supply and installation of Surface mounted outdoor type down light with LED module and bottom glass. (20W, 2000 lm, IP 65)	nr	20		

I-13	<p><b><u>Wiring for Light points</u></b></p> <p>Wiring of a Light point shall include supply of cables, required PVC conduits bends and joints, end caps, flush switches, sunk boxes and all other material required for a high-quality installation.</p> <p>Wiring of a <b>light point</b> from the respective Distribution Board using 1.5mm<sup>2</sup> Cu/PVC/PVC cables with 2.5 mm<sup>2</sup> earth wire drawn through concealed PVC conduits/PVC casing or as applicable, controlled by a 10A flush switch.</p>	nr	80		
I-14	<p><b><u>Socket Outlets</u></b></p> <p><b><u>13A Socket outlets</u></b></p> <p>Wiring of a <b>13A single switched</b> shuttered socket outlet using 2*2.5mm<sup>2</sup> Cu/PVC/PVC cable with <b>2.5mm<sup>2</sup> Cu/PVC earth wire</b> drawn in rigid PVC conduits/casing in wall including 13A socket outlet, mounting box and all other accessories required.</p>	nr	40		
I-15	<p><b>Industrial Socket Outlet</b></p> <p>Supply &amp; Installation of 40A 2P Industrial Socket Outlet, mounting box and all other accessories required.</p> <p><b>Main Earthing System</b></p> <p><i>Supply and Installation of all required materials and cables and connection to respective equipment to provide complete system.</i></p>	nr	20		
I-16	<p>Connecting the Earth to the raft of the container. Container body is also to be connected to the earth. Rate shall include all necessary accessories including earth pit and any other alterations to be done to reduce the earth resistance below 10 Ω</p>	Item	10		

	<b><u>Inspection and Testing</u></b>				
I-17	Testing the total electrical installation and submit a test certificate issued by a Chartered Engineer including detail test report acceptable to the supply authority and commissioning of the system.	Item	10		
	<b><i>Electrical work Carried to main summery</i></b>			<b>Rs.</b>	
	<b><u>J. Mechanical work</u></b>				
J-01	Supply and installation of inverter type 18000 BTU AC unit to maintain the optimal temperature of 24 - 25 °C inside the store and including selection switch with timer for duty stand by switch.	nr	20		
	<b><i>Mechanical work Carried to main summery</i></b>			<b>Rs.</b>	
	<b><u>K. Miscellaneous work</u></b>				
K-01	Supply and fixing of Thermometer fixed in wall.	nr	10		
K-02	Supply and fixing of Wi Fi camera system including 2 cameras.	PS			750,000.00
	<b><i>Reinforcement Carried to main summery</i></b>			<b>Rs.</b>	

**GRAND SUMMARY**

<b>Bill No</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	Excavation & Earth Work	
B	Concrete	
C	Formwork	
D	Reinforcement	
E	Cargo Box	
F	Solar System and Generator	
G	Moving Rack System	
H	Electrical System	
J	Mechanical work	
K	Miscellaneous work	
<b>Basic Cost</b>		
Less Provisional Sum		3,850,000.00
<b>Sub Total I</b>		
Discount ( % ) if any		
<b>Sub Total II</b>		
Add Provisional Sum		3,850,000.00
Total Lot Price excluding VAT (Carried to Bid Form)		
<b>VAT (.....%)</b>		
Total Lot Price including VAT		

## Lot B: Construction and Installation of 8 Nos of Air-Conditioned Cargo Drug Stores

1. Divisional Hospital- Attanakadawala (Polonnaruwa)
2. Divisional Hospital- Dankotuwa (Puttalam)
3. Divisional Hospital- Hiripitiya (Kurunegala)
4. Chest Clinic (Mathale)
5. District General Hospital- Theldeiniya (Kandy)
6. Divisional Hospital- Bogawanthalawa (Nuwara Eliya)
7. Divisional Hospital- Mahapallegama (Kegalle)
8. Divisional Hospital- Pallebedda (Ratnapura)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>A. Preliminaries</b>				
A-01	Allow provisional sum for providing Performance Bond for the contract.	PS			100,000.00
A-02	Allow provisional sum for providing Mobilization Advance Bond	PS			400,000.00
A-03	Allow Provisional sum for insurance of works, Machinery and Equipment, Plant, materials, third party persons and properties and Employer's personnel & property at site as per the contract.	PS			75,000.00
A-04	Allow Provisional sum for insurance against accidents & injury to contractor's personnel.	PS			75,000.00
A-05	Allow Provisional sum for Proceed the Environmental and Social Code of Conduct (Annexure I) and Occupational Health & Safety (OHS) Covid 19 measures (Annexure II)	PS			600,000.00
	<b><i>Preliminaries Carried to main summery</i></b>			<b>Rs.</b>	<b>1,250,000.00</b>



	<p><i>The bidder is thoroughly advised to visit the proposed work site and assess the additional costs to be born if any. It is the bidder's responsibility to asserting the existing working conditions, governing factors to access to the site, the extent of working space, storage area, working with the day to the day functioning of the hospital, protecting environment etc and rating the BOQ.</i></p> <p><b><u>B. Excavation &amp; Earth Work</u></b></p> <p><i>Excavation shall be done as instructed by the Engineer and with close supervision of the Engineer's representative. Foundation depth may have varied according to site condition.</i></p> <p><i>Trimming sides, keeping clean and consolidating bottom of bases and trenches etc. leveling and consolidation where required. leveling and compacting where required under slabs or sub floor layers. Cost of Dewatering should also be included into the rate.</i></p> <p><i>Back filling with selected excavated materials from site as specified and directed.</i></p> <p><i>Any necessary additional excavation for working space, planking and strutting, shoring or any other form of supporting earth, formwork etc.</i></p>	Note			
B-01	Clearing site vegetation manually including removal of bushes, shrub removing rubbish up to a distance of 30'-0".	m <sup>2</sup>	200		
B-02	Excavation for foundation and well in any material except rock requiring blasting part return fill in and ram and surplus disposed within the site as directed.	m <sup>3</sup>	32		

B-03	<p>Supplying and filling under floors with gravel or other filling material approved by the Engineer including spreading, watering and well ramming using Whacker or other similar machine in 75mm layers as directed.</p> <p><b>Excavation &amp; Earth Work Carried to main summery</b></p>	m <sup>3</sup>	28					
								Rs.
C-01	<p><b><u>C. Concrete</u></b></p> <p>-</p> <p>50mm thick cement concrete screed 1:3:6 (25) in base and step</p>	m <sup>2</sup>	40					
C-02	<p>Grade 25 Concrete for base and step.</p> <p><b>Concrete Carried to main summery</b></p>	m <sup>3</sup>	16					Rs.
D-01	<p><b><u>D. Formwork</u></b></p> <p>15mm thick Plywood form work for sides of base and step. Rate include for removal)</p> <p><b>Formwork Carried to main summery</b></p>	m <sup>2</sup>	40					Rs.
E-01	<p><b><u>E. Reinforcement</u></b></p> <p>Supplying and BS 4449 high Yield steel bars and laid in positing as reinforcement of Tor Steel reinforcement for base and step with binding wire.</p> <p><b>Reinforcement Carried to main summery</b></p>	kg	1,200					Rs.
F-01	<p><b><u>F. Cargo Box</u></b></p> <p>Supply and Installation of 1 no of 6000mm x 2400mm Container Box (Cargo Box) Including followings,</p> <p><b><u>Door &amp; Window</u></b></p> <p>1.Aluminium half glass swing door with lock and handle (Size 1050mm x 2100mm) - 01 Nos (Steel frame work made out of GI box bars) with Outdoor canopy (1200mm x 900mm)</p>	Item	8					

	<p><b><u>Insulation</u></b> Interior all panels insulated with 8mm Polyethylene form laminated with metalized film-McFoil</p> <p><b><u>Interior Paneling</u></b> Interior cladding with 3mm emboss board 3mm single side Mac foil between cladding and metal wall</p> <p><b><u>Ceiling</u></b> Size 2400mm x 1200mm, thick 3mm white ply board</p>				
	<p><b><u>Flooring</u></b> PVC Carpet with self-leveling.</p> <p><b><u>Painting</u></b> Exterior and interior metal surfaces de-corroded &amp; spry painted with appropriated primer coats and exterior spray painted with marine paint. (Interior - only primer coats) - <b>Cargo Box exterior paint colours and design should be as per engineer's instruction and should get prior approval from engineer.</b></p> <p><i>Cargo box Carried to main summery</i></p> <p><b><u>G. Solar System &amp; Generator</u></b> Provide the required materials, equipment's, tools, machines and skilled labours for Providing and installing a Photovoltaic Solar Power system <b>including roof frame work</b> (should get prior approval from engineer before fixing), on grid Complete Set of Production Capacity 4 kW (Rated Nominal Power 4 kW, Voltage Range 230Vac, Monitoring &amp; Data Storage and Operator Panel) consisting from Solar Panels, Solar Racks, Smart Inverters, Regulators, Connection Cables, Plugs &amp; Sockets etc.</p>			<p style="text-align: right;">Rs.</p>	

G-01	Supply and Installation of grid connected roof solar power system of 4kW Monocrystalline type Solar panels with AC output to the grid from each location of the Cargo drug store with easy access to the system. The rate shall include supply, installation & termination of all the connecting cables & materials. (Make necessary arrangement for access to the solar system for maintenance purposes)	Item	8		
G-02	Supply and Installation of Aluminum or Galvanized Iron Structure (should get prior approval from engineer before fixing & should include all accessories needed for the installation)	Item	8		
G-03	Supply and Installation single phase Grid-tie inverter with enclosure including cables (Capacity shall be match with the solar system capacity)	nr	8		
G-04	Cost of any other item proposed by the Equipment Supplier/Contractor, for satisfactory operation of the system. (Contractor shall give detailed breakdown in this regard)	PS			400,000.00
G-05	Supply & install, commission & maintenance for one year of 6kVA, 230 V, single Phase, 50Hz (Stand by) petrol generator including generator control panel with sound proof canopy (70dB(A) @ 7m), protection equipment, and all necessary accessories for controlling system, generator earthing as specified in the technical specifications. The rate shall include making necessary arrangement for place the generator outside the cargo box.	nr	8		
<b><i>Solar system &amp; Generator Carried to main summery</i></b>					<b>Rs.</b>

	<p><b><u>H. Moving Rack System</u></b></p> <p>Racking system should be included following item and should be get prior approval from Engineer before fixing, Ten racks fixed internally , Should be movable on two rails , Replaceable captor wheels are fixed on base of the racks, 4.5' moving space in between any two racks, Dimensions of a shelf: 5' X 1.5', 5 adjustable shelves in one rack from top to bottom.</p> <p>H-01 Supply and fixing of 1.5 mm thick checker plate (gauge 23), Sample should be got prior approval.</p> <p>H-02 Supply and fixing of 50mm x 50mm - 3mm thick steel box bars including painting two coats of enamel paints including welding, Sample should be got prior approval.</p> <p>H-03 Supply and fixing of rail system on the carpet and heavy-duty moving wheels with lockable system to under the rack system including all necessary accessories.</p>				
			m <sup>2</sup>	384	
			m	400	
			PS		600,000.00
					<b>Rs.</b>
	<p><b><u>I. Electrical System</u></b></p> <p>Rates in Bill of Quantities shall include all necessary materials (Cables, conduits, PVC sunk box, bulbs, switches etc.) and labour required to complete the electrical installation to good working order.</p> <p>Except where specifically stated, all costs associated with provision of all holes, openings, chases, ducts and other builders' work required for installation and make them good, shall be included in the rates.</p>				

	<p>Where reference is made to certain manufactures' products and items identified by registered trademarks, has been done for the sole purpose of defining and establishing standards of quality and performance and not with the intention of restricting the procurement of material or fitting to a particular manufacturer. However, all equipment and material should meet the BS or an equivalent standard.</p> <p>Testing and commissioning of the electrical installation is to be carried out by the contractor and inspection report submitted according to the requirements of the power supply authority.</p> <p>Electrical items (MCB, RCCB etc.) should be of European/Japanese origin or to the BS or equivalent and items without an accredited agent in Sri Lanka shall not be accepted. Guarantee cards should be provided from Accredited agent before installation.</p> <p>All panel boards and consumer units should have wire numbering and a laminated circuit diagram should be pasted on the inside surface of the door.</p> <p><b>Distribution Board</b></p> <p><i>Supply and installation of following surface/flush mounted Distribution Board.</i></p> <p><i>Rate shall include the cost for necessary CT's protection Relays, internal connections transport and all other accessories required.</i></p> <p><i>Enclosure shall be surface/flush mounted type fabricated out of 1.2mm thick sheet steel and powder coated.</i></p> <p><i>All panel boards and consumer units should have wire numbering and a laminated circuit diagram should be pasted on the inside surface of the door.</i></p>	<p>Note</p> <p>Note</p> <p>Note</p>			
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I-01	<p><b>Solar Combiner Panel</b></p> <p>Enclosure</p> <p>02 Nos 40A 2P MCB, with 6 kA breaking capacity</p> <p>1 Set of 32A Bus Bar</p> <p><b>Equipment to be to the BS and European/Japanese make</b></p>	nr	8		
I-02	<p><b>DB 1</b></p> <p>Enclosure</p> <p>01 Nos 40A 2P MCB, with 6 kA breaking capacity</p> <p>01 Nos of 40 A, 2P RCCB, with 30mA sensitivity</p> <p>01 Nos of 40 A, 2P RCCB, with 100mA sensitivity</p> <p>03 Nos. 16A SP MCB, with 6kA breaking capacity</p> <p>06 Nos. 10A SP MCB, with 6kA breaking capacity</p> <p>Earth Bus Bar</p> <p><b>Equipment to be to the BS and European/Japanese make</b></p>	nr	8		
I-03	<p><b>Auto Transfer Switch</b></p> <p>01 No. 230V, 40A, 2-pole Auto Transfer Switch (electrically &amp; mechanical interlock) with automatic controller with indicator lamps</p> <p><b>Cables</b></p> <p>Supply, installation (with all materials required including conduits/casing, termination, excavation &amp; backfilling) of following cables</p>	No	8		
I-04	<p>CEB to Solar Combiner Panel through the industrial socket outlet</p> <p><b>Solar Combiner Panel to ATS</b></p>	PS			240,000.00
I-05	<p>2 Core 10mm<sup>2</sup> Cu/PVC/PVC</p>	m	40		

I-06	Single Core 10mm <sup>2</sup> Cu earth cable	m	40		
	<b>Generator to ATS</b>				
I-07	2 Core 10mm <sup>2</sup> Cu/SWA/PVC	m	120		
I-08	Single Core 10mm <sup>2</sup> Cu earth cable	m	120		
	<b>ATS to DB</b>				
I-09	2 Core 10mm <sup>2</sup> Cu/PVC/PVC	m	32		
I-10	Single Core 10mm <sup>2</sup> Cu earth cable	m	32		
	<b><u>Light Fittings</u></b>				
	Supply and installation of following light fittings complete with lamp, electronic ballast, ceiling rose, flexible cable, terminals, suspension hooks and all other material required. Light fittings shall be of the highest quality, and each type of light fitting shall be subjected to the approval of the Electrical Engineer. Fittings shall be made of non-corrosive material (polycarbonate or fiber reinforced polyester) or powder coated GI sheet steel. (Gauge 20-22 as applicable)				
	The louver or diffuser as applicable shall be easily openable or detectable for replacement of lamps.				
	The rates shall include all materials required for a good installation.				
	All joints of GI sheet fabricated housing shall be spot welded.				
	All the accessories shall comply with the relevant British / IEC standards.				
I-11	Supply and installation of Surface mounted down light with LED module and bottom glass. (18W, 1800 lm)	nr	48		
I-12	Supply and installation of Surface mounted outdoor type down light with LED module and bottom glass. (20W, 2000 lm, IP 65)	nr	16		



	<p><b><u>Wiring for Light points</u></b></p> <p>Wiring of a Light point shall include supply of cables, required PVC conduits, bends and joints, end caps, flush switches, sunk boxes and all other material required for a high-quality installation.</p>			
I-13	<p>Wiring of a <b>light point</b> from the respective Distribution Board using 1.5mm<sup>2</sup> Cu/PVC/PVC cables with 2.5 mm<sup>2</sup> earth wire drawn through concealed PVC conduits/PVC casing or as applicable, controlled by a 10A flush switch.</p>	nr	64	
	<p><b><u>Socket Outlets</u></b></p>			
	<p><b><u>13A Socket outlets</u></b></p>			
I-14	<p>Wiring of a <b>13A single switched</b> shuttered socket outlet using 2*2.5mm<sup>2</sup> Cu/PVC/PVC cable with <b>2.5mm<sup>2</sup> Cu/PVC earth wire</b> drawn in rigid PVC conduits/casing in wall including 13A socket outlet, mounting box and all other accessories required.</p>	nr	32	
	<p><b><u>Industrial Socket Outlet</u></b></p>			
I-15	<p>Supply &amp; Installation of 40A 2P Industrial Socket Outlet, mounting box and all other accessories required.</p>	nr	16	
	<p><b><u>Main Earthing System</u></b></p>			
	<p><i>Supply and Installation of all required materials and cables and connection to respective equipment to provide complete system.</i></p>			
I-16	<p>Connecting the Earth to the raft of the container. Container body is also to be connected to the earth. Rate shall include all necessary accessories including earth pit and any other alterations to be done to reduce the earth resistance below 10 Ω</p>	Item	8	

I-17	<p><b><u>Inspection and Testing</u></b></p> <p>Testing the total electrical installation and submit a test certificate issued by a Chartered Engineer including detail test report acceptable to the supply authority and commissioning of the system.</p> <p><i>Electrical work Carried to main summery</i></p>	Item	8		
J-01	<p><b><u>J. Mechanical work</u></b></p> <p>Supply and installation of inverter type 18000 BTU AC unit to maintain the optimal temperature of 24 - 25 °C inside the store and including selection switch with timer for duty stand by switch.</p> <p><i>Mechanical work Carried to main summery</i></p>	Nos	16		
K-01	<p><b><u>K. Miscellaneous work</u></b></p> <p>Supply and fixing of Thermometer fixed in wall.</p>	No	8		
K-02	<p>Supply and fixing of Wi Fi camera system including 2 cameras.</p> <p><i>Reinforcement Carried to main summery</i></p>	PS			600,000
				<b>Rs.</b>	

**GRAND SUMMARY**

DESCRIPTION	AMOUNT
Excavation & Earth Work	
Concrete	
Formwork	
Reinforcement	
Cargo Box	
Solar System and Generator	
Moving Rack System	
Electrical System	
Mechanical work	
Miscellaneous work	
<b>Basic Cost</b>	
Less Provisional Sum	3,090,000.00
<b>Sub Total I</b>	
Discount ( % ) if any	
<b>Sub Total II</b>	
Add Provisional Sum	3,090,000.00
Total Lot Price excluding VAT (Carried to Bid Form)	
<b>VAT (.....%)</b>	
Total Lot Price including VAT	

### Lot C: Construction and Installation of 8 Nos of Air Conditioned Cargo Drug Stores

1. District Hospital- Divulapitiya (Gampaha)
2. Divisional Hospital- Kosgama (Colombo)
3. Divisional Hospital- Halthota (Kaluthara)
4. Divisional Hospital- Athimale (Monaragala)
5. Divisional Hospital- Unawatuna (Galle)
6. Divisional Hospital- Akuressa (Matara)
7. Divisional Hospital- Kirinda (Hambanthota)
8. Divisional Hospital- Nedunamuwa (Badulla)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>A. Preliminaries</b>				
A-01	Allow provisional sum for providing Performance Bond for the contract.	PS			100,000.00
A-02	Allow provisional sum for providing Mobilization Advance Bond	PS			400,000.00
A-03	Allow Provisional sum for insurance of works, Machinery and Equipment, Plant, materials, third party persons and properties and Employer's personnel & property at site as per the contract.	PS			75,000.00
A-04	Allow Provisional sum for insurance against accidents & injury to contractor's personnel.	PS			75,000.00
A-05	Allow Provisional sum for Proceed the Environmental and Social Code of Conduct (Annexure I) and Occupational Health & Safety (OHS) Covid 19 measures (Annexure II)	PS			600,000.00
	<b><i>Preliminaries Carried to main summery</i></b>			<b>Rs.</b>	<b>1,250,000.00</b>

	<p><i>The bidder is thoroughly advised to visit the proposed work site and assess the additional costs to be born if any. It is the bidder's responsibility to asserting the existing working conditions, governing factors to access to the site, the extent of working space, storage area, working with the day to the day functioning of the hospital, protecting environment etc and rating the BOQ.</i></p> <p><b><u>B. Excavation &amp; Earth Work</u></b></p> <p><i>Excavation shall be done as instructed by the Engineer and with close supervision of the Engineer's representative. Foundation depth may have varied according to site condition.</i></p> <p><i>Trimming sides, keeping clean and consolidating bottom of bases and trenches etc. leveling and consolidation where required. leveling and compacting where required under slabs or sub floor layers. Cost of Dewatering should also be included into the rate.</i></p> <p><i>Back filling with selected excavated materials from site as specified and directed.</i></p> <p><i>Any necessary additional excavation for working space, planking and strutting, shoring or any other form of supporting earth, formwork etc.</i></p>	Note			
B-01	Clearing site vegetation manually including removal of bushes, shrub removing rubbish up to a distance of 30'-0".	m <sup>2</sup>	200		
B-02	Excavation for foundation and well in any material except rock requiring blasting part return fill in and ram and surplus disposed within the site as directed.	m <sup>3</sup>	32		

B-03	<p>Supplying and filling under floors with gravel or other filling material approved by the Engineer including spreading, watering and well ramming using Whacker or other similar machine in 75mm layers as directed.</p> <p><b><i>Excavation &amp; Earth Work Carried to main summery</i></b></p>	m <sup>3</sup>	28		
					Rs.
C-01	<p><b><u>C. Concrete</u></b></p> <p>-</p> <p>50mm thick cement concrete screed 1:3:6 (25) in base and step</p>	m <sup>2</sup>	40		
C-02	<p>Grade 25 Concrete for base and step.</p> <p><b><i>Concrete Carried to main summery</i></b></p>	m <sup>3</sup>	16		
					Rs.
D-01	<p><b><u>D. Formwork</u></b></p> <p>15mm thick Plywood form work for sides of base and step. Rate include for removal)</p> <p><b><i>Formwork Carried to main summery</i></b></p>	m <sup>2</sup>	40		
					Rs.
E-01	<p><b><u>E. Reinforcement</u></b></p> <p>Supplying and BS 4449 high Yield steel bars and laid in positing as reinforcement of Tor Steel reinforcement for base and step with binding wire.</p> <p><b><i>Reinforcement Carried to main summery</i></b></p>	kg	1,200		
					Rs.
F-01	<p><b><u>F. Cargo Box</u></b></p> <p>Supply and Installation of 1 no of 6000mm x 2400mm Container Box (Cargo Box) Including followings,</p> <p><b><u>Door &amp; Window</u></b></p> <p>1.Aluminium half glass swing door with lock and handle (Size 1050mm x 2100mm) - 01 Nos (Steel frame work made out of GI box bars) with Outdoor canopy (1200mm x 900mm)</p>	Item	8		

	<p><b><u>Insulation</u></b> Interior all panels insulated with 8mm Polyethylene form laminated with metalized film-McFoil</p> <p><b><u>Interior Paneling</u></b> Interior cladding with 3mm emboss board 3mm single side Mac foil between cladding and metal wall</p> <p><b><u>Ceiling</u></b> Size 2400mm x 1200mm, thick 3mm white ply board</p>				
	<p><b><u>Flooring</u></b> PVC Carpet with self-leveling.</p> <p><b><u>Painting</u></b> Exterior and interior metal surfaces de-corroded &amp; s pry painted with appropriated primer coats and exterior spray painted with marine paint. (Interior - only primer coats) - <b>Cargo Box exterior paint colours and design should be as per engineer's instruction and should get prior approval from engineer.</b></p> <p><i>Cargo box Carried to main summery</i></p> <p><b><u>G. Solar System &amp; Generator</u></b> Provide the required materials, equipment's, tools, machines and skilled labours for Providing and installing a Photovoltaic Solar Power system <b>including roof frame work</b> (should get prior approval from engineer before fixing), on grid Complete Set of Production Capacity 4 kW (Rated Nominal Power 4 kW, Voltage Range 230Vac, Monitoring &amp; Data Storage and Operator Panel) consisting from Solar Panels, Solar Racks, Smart Inverters, Regulators, Connection Cables, Plugs &amp; Sockets etc.</p>			Rs.	

G-01	Supply and Installation of grid connected roof solar power system of 4kW Monocrystalline type Solar panels with AC output to the grid from each location of the Cargo drug store with easy access to the system. The rate shall include supply, installation & termination of all the connecting cables & materials. (Make necessary arrangement for access to the solar system for maintenance purposes)	Item	8		
G-02	Supply and Installation of Aluminum or Galvanized Iron Structure (should get prior approval from engineer before fixing & should include all accessories needed for the installation)	Item	8		
G-03	Supply and Installation single phase Grid-tie inverter with enclosure including cables (Capacity shall be match with the solar system capacity)	nr	8		
G-04	Cost of any other item proposed by the Equipment Supplier/Contractor, for satisfactory operation of the system. (Contractor shall give detailed breakdown in this regard)	PS			400,000.00
G-05	Supply & install, commission & maintenance for one year of 6kVA, 230 V, single Phase, 50Hz (Stand by) petrol generator including generator control panel with sound proof canopy ( 70dB(A) @ 7m) , protection equipment, and all necessary accessories for controlling system, generator earthing as specified in the technical specifications. The rate shall include making necessary arrangement for place the generator outside the cargo box.	nr	8		
<b><i>Solar system &amp; Generator Carried to main summery</i></b>					<b>Rs.</b>



	<p><b><u>H. Moving Rack System</u></b></p> <p>Racking system should be included following item and should be get prior approval from Engineer before fixing,  Ten racks fixed internally , Should be movable on two rails , Replaceable captor wheels are fixed on base of the racks, 4.5' moving space in between any two racks,  Dimensions of a shelf: 5' X 1.5', 5 adjustable shelves in one rack from top to bottom.</p> <p>H-01 Supply and fixing of 1.5 mm thick checker plate (gauge 23), Sample should be get prior approval.</p> <p>H-02 Supply and fixing of 50mm x 50mm - 3mm thick steel box bars including painting two coats of enamel paints including welding, Sample should be got prior approval.</p> <p>H-03 Supply and fixing of rail system on the carpet and heavy-duty moving wheels with lockable system to under the rack system. Including all necessary accessories.</p>	m <sup>2</sup>	384		
		m	400		
	<p><b><i>Rack system Carried to main summery</i></b></p>	PS			600,000.00
	<p><b><u>I. Electrical System</u></b></p>				
	<p>Rates in Bill of Quantities shall include all necessary materials (Cables, conduits, PVC sunk box, bulbs, switches etc.) and labour required to complete the electrical installation to good working order.</p> <p>Except where specifically stated, all costs associated with provision of all holes, openings, chases, ducts and other builders' work required for installation and make them good, shall be included in the rates.</p>				Rs.

	<p>Where reference is made to certain manufactures' products and items identified by registered trademarks, has been done for the sole purpose of defining and establishing standards of quality and performance and not with the intention of restricting the procurement of material or fitting to a particular manufacturer. However, all equipment and material should meet the BS or an equivalent standard.</p> <p>Testing and commissioning of the electrical installation is to be carried out by the contractor and inspection report submitted according to the requirements of the power supply authority.</p> <p>Electrical items (MCB, RCCB etc.) should be of European/Japanese origin or to the BS or equivalent and items without an accredited agent in Sri Lanka shall not be accepted. Guarantee cards should be provided from Accredited agent before installation.</p> <p>All panel boards and consumer units should have wire numbering and a laminated circuit diagram should be pasted on the inside surface of the door.</p> <p><b>Distribution Board</b></p> <p><i>Supply and installation of following surface/flush mounted Distribution Board.</i></p> <p><i>Rate shall include the cost for necessary CT's protection Relays, internal connections transport and all other accessories required.</i></p> <p><i>Enclosure shall be surface/flush mounted type fabricated out of 1.2mm thick sheet steel and powder coated.</i></p> <p><i>All panel boards and consumer units should have wire numbering and a laminated circuit diagram should be pasted on the inside surface of the door.</i></p>	<p>Note</p> <p>Note</p> <p>Note</p>			
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I-01	<p><b>Solar Combiner Panel</b></p> <p>Enclosure</p> <p>02 Nos 40A 2P MCB, with 6 kA breaking capacity</p> <p>1 Set of 32A Bus Bar</p> <p><b>Equipment to be to the BS and European/Japanese make</b></p>	nr	8		
I-02	<p><b>DB 1</b></p> <p>Enclosure</p> <p>01 Nos 40A 2P MCB, with 6 kA breaking capacity</p> <p>01 Nos of 40 A, 2P RCCB, with 30mA sensitivity</p> <p>01 Nos of 40 A, 2P RCCB, with 100mA sensitivity</p> <p>03 Nos. 16A SP MCB, with 6kA breaking capacity</p> <p>06 Nos. 10A SP MCB, with 6kA breaking capacity</p> <p>Earth Bus Bar</p> <p><b>Equipment to be to the BS and European/Japanese make</b></p>	nr	8		
I-03	<p><b>Auto Transfer Switch</b></p> <p>01 No. 230V, 40A, 2-pole Auto Transfer Switch (electrically &amp; mechanical interlock) with automatic controller with indicator lamps</p> <p><b>Cables</b></p> <p>Supply, installation (with all materials required including conduits/casing, termination, excavation &amp; backfilling) of following cables</p>	No	8		
I-04	<p>CEB to Solar Combiner Panel through the industrial socket outlet</p>	PS			240,000.00
I-05	<p><b>Solar Combiner Panel to ATS</b></p> <p>2 Core 10mm<sup>2</sup> Cu/PVC/PVC</p>	m	40		

I-06	Single Core 10mm <sup>2</sup> Cu earth cable	m	40		
	<b>Generator to ATS</b>				
I-07	2 Core 10mm <sup>2</sup> Cu/SWA/PVC	m	120		
I-08	Single Core 10mm <sup>2</sup> Cu earth cable	m	120		
	<b>ATS to DB</b>				
I-09	2 Core 10mm <sup>2</sup> Cu/PVC/PVC	m	32		
I-10	Single Core 10mm <sup>2</sup> Cu earth cable	m	32		
	<b><u>Light Fittings</u></b>				
	Supply and installation of following light fittings complete with lamp, electronic ballast, ceiling rose, flexible cable, terminals, suspension hooks and all other material required. Light fittings shall be of the highest quality, and each type of light fitting shall be subjected to the approval of the Electrical Engineer. Fittings shall be made of non-corrosive material (polycarbonate or fiber reinforced polyester) or powder coated GI sheet steel. (Gauge 20-22 as applicable)				
	The louver or diffuser as applicable shall be easily openable or detectable for replacement of lamps.				
	The rates shall include all materials required for a good installation.				
	All joints of GI sheet fabricated housing shall be spot welded.				
	All the accessories shall comply with the relevant British / IEC standards.				
I-11	Supply and installation of Surface mounted down light with LED module and bottom glass. (18W, 1800 lm)	nr	48		
I-12	Supply and installation of Surface mounted outdoor type down light with LED module and bottom glass. (20W, 2000 lm, IP 65)	nr	16		

I-13	<p><b><u>Wiring for Light points</u></b></p> <p>Wiring of a Light point shall include supply of cables, required PVC conduits, bends and joints, end caps, flush switches, sunk boxes and all other material required for a high-quality installation.</p> <p>Wiring of a <b>light point</b> from the respective Distribution Board using 1.5mm<sup>2</sup> Cu/PVC/PVC cables with 2.5 mm<sup>2</sup> earth wire drawn through concealed PVC conduits/PVC casing or as applicable, controlled by a 10A flush switch.</p>	nr	64		
I-14	<p><b><u>Socket Outlets</u></b></p> <p><b><u>13A Socket outlets</u></b></p> <p>Wiring of a <b>13A single switched</b> shuttered socket outlet using 2*2.5mm<sup>2</sup> Cu/PVC/PVC cable with <b>2.5mm<sup>2</sup> Cu/PVC earth wire</b> drawn in rigid PVC conduits/casing in wall including 13A socket outlet, mounting box and all other accessories required.</p>	nr	32		
I-15	<p><b><u>Industrial Socket Outlet</u></b></p> <p>Supply &amp; Installation of 40A 2P Industrial Socket Outlet, mounting box and all other accessories required.</p>	nr	16		
I-16	<p><b><u>Main Earthing System</u></b></p> <p><i>Supply and Installation of all required materials and cables and connection to respective equipment to provide complete system.</i></p> <p>Connecting the Earth to the raft of the container. Container body is also to be connected to the earth. Rate shall include all necessary accessories including earth pit and any other alterations to be done to reduce the earth resistance below 10 Ω</p>	Item	8		

I-17	<p><b><u>Inspection and Testing</u></b></p> <p>Testing the total electrical installation and submit a test certificate issued by a Chartered Engineer including detail test report acceptable to the supply authority and commissioning of the system.</p> <p><i>Electrical work Carried to main summery</i></p>	Item	8		
J-01	<p><b><u>J. Mechanical work</u></b></p> <p>Supply and installation of inverter type 18000 BTU AC unit to maintain the optimal temperature of 24 - 25 °C inside the store and including selection switch with timer for duty stand by switch.</p> <p><i>Mechanical work Carried to main summery</i></p>	Nos	16		
K-01	<p><b><u>K. Miscellaneous work</u></b></p> <p>Supply and fixing of Thermometer fixed in wall.</p>	No	8		
K-02	<p>Supply and fixing of Wi Fi camera system including 2 cameras.</p>	PS			600,000
	<p><i>Reinforcement Carried to main summery</i></p>				

**GRAND SUMMARY**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Excavation & Earth Work	
Concrete	
Formwork	
Reinforcement	
Cargo Box	
Solar System and Generator	
Moving Rack System	
Electrical System	
Mechanical work	
Miscellaneous work	
<b>Basic Cost</b>	
Less Provisional Sum	3,090,000.00
<b>Sub Total I</b>	
Discount ( % ) if any	
<b>Sub Total II</b>	
Add Provisional Sum	3,090,000.00
Total Lot Price excluding VAT (Carried to Bid Form)	
<b>VAT (.....%)</b>	
Total Lot Price including VAT	

## Form of Bid Security (Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

**Project Director,  
Primary Healthcare System Strengthening Project,  
3rd Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha, Colombo 07.**

**Invitation for Bids No: LK-MHNIM-252240-CW-RFB**

**Date:** *[Insert date of issue]*

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

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

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of Construction and Installation of 26 Nos of Air-Conditioned Cargo Drug Stores with Solar Power under Invitation for Bids No. LK-MHNIM-252240-CW-RFB ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.



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

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

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

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*[signature(s)]*

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

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## Technical Proposal Forms

- **Key Personnel Schedule**

Reference Only

## Form PER -1

### Key Personnel Schedule

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

#### Key Personnel

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

## Form PER-2: Resume and Declaration Key Personnel

<b>Name of Bidder</b>
-----------------------

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

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

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

## Declaration

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

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

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

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

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

**Name of Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## **Bidder's Qualification**

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

Reference Only

## Form ELI -1.1: Bidder Information Form

Date: \_\_\_\_\_

Contract No: LK-MHNIM-252240-CW-RFB

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not dependent agency of the Employer</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: \_\_\_\_\_

Contract No: LK-MHNIM-252240-CW-RFB

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.</li> <li><input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



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

### Performance Declaration

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

Bidder's Name: *[insert full name]*

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

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

Contract No: LK-MHNIM-252240-CW-RFB

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

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

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

## Form CCC: Current Contract Commitments / Works in Progress

Bidders and each partner 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.

Name of contract	Employer, 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.				
4.				
5.				
etc.				

## Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

Contract No: LK-MHNIM-252240-CW-RFB

Page \_\_\_\_\_ of \_\_\_\_\_ pages

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in LKR)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

## 2. Sources of Finance

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

No.	Source of finance	Amount in LKR
1		
2		
3		

## 2. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>7</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

<sup>7</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

Contract No: LK-MHNIM-252240-CW-RFB

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	Annual turnover data (construction only)
Year	Amount in LKR
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>
Average Annual Construction Turnover *	

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

## Form EXP - 4.2

### Specific Construction and Contract Management Experience

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

Contract No: LK-MHNIM-252240-CW-RFB

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





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## Section V - Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In reference to ITB 4.7, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7 (a) and 5.1      *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Under ITB 4.7 (b) and 5.1      *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*



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## Section VI. Bank Policy - Corrupt and Fraudulent Practices

### Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

#### “Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>8</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>9</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>10</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>11</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>12</sup>
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to

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<sup>8</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>9</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>10</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>11</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>12</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>13</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>14</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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<sup>13</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>14</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## **PART 2 – Works Requirements**

*Reference Only*



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## Section VII - Works Requirements

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## Specifications

### GENERAL SPECIFICATIONS

The Works under this Contract shall be executed in accordance with the Specifications given in the following documents issued by the Institute for Construction Industry Development Authority, “Savsiripaya”, Wijerama Mawatha, Colombo 07.

<u>Publication No.:</u>	<u>Description:</u>
SCA/4(Vol. I)	Specifications for Building Works, Vol. (I), Sri Lanka. 3 <sup>rd</sup> Edition (Revised), July 2004 (Amendment was made in January 2006).
SCA/4(Vol. II)	Specifications for Building Works Vol.(II), Sri Lanka. 2nd Edition (Revised), October 2001.
<b>44.</b>	<b>Technical Specification for Electrical Installation and Mechanical works</b>
SCA/8 associated	Specifications for Electrical and Mechanical works with Building and Civil Engineering, Sri Lanka. Second Edition (Revised) August 2000
BS 6651:1990	British standard code of Practice for Protection of Structures against lightning
BS 7671: 2018	Requirements for Electrical Installations, IET Wiring Regulations Eighteenth Edition.
<b>45.</b>	

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

However, the Bidders may purchase the same if necessary from CIDA. “Suwasiripaya”, Wijerama Mawatha, Colombo 07.



## SPECIFICATION FOR GENERATOR

### SCOPE OF WORK

1. Supply, delivery, installation, testing, commissioning and Maintenance of 6kVA (Stand By) Electricity Generator (Four Stroke Petrol) with necessary modification to suit for the location of cargo Drug store.
2. The following details of generator shall be submitted before shipping the generator together with detailed factory test report.

<b>Description</b>	<b>Engine</b>	<b>Alternator</b>
Make		
Model		
Country of manufacture		
Serial no.		

3. Installation & Commissioning of the generators shall include the followings.
  - a. Bidder should inspect the locations prior to pricing to get necessary information about access restrictions and complexity of the work etc. No extra payment will be entitled for this whole operation. If the generator is going to be mounted on the side of the container, no vibration can occur in the container.
  - b. Modification works involve mountings, sound attenuations and necessary ventilations.
  - c. Placing the generator on the prepared mountings. Mounting shall be support to isolate the generated vibrations by the generator set.
  - d. Fixing of exhaust pipes suitably to divert exhaust.
  - e. Installation of power cables and indicators.
  - f. Suitable earth should be provided for the generator, control panel, fuel tank etc.
  - g. Testing and commissioning of the generator including load testing with resistive load bank shall be carried out in the presence of representative of the client to see the performance and to check whether the generator supplied are in accordance with the specifications. All testing instruments and tools shall be

brought by the contractor. If any defects or shortcomings are found, they shall be corrected by the Bidder.

- h. All protections, indicators etc. shall be checked and tested for their satisfactory functioning. The test report indicating all results shall be prepared and signed by both parties.
  - i. After satisfactory commissioning & training of owner's staff assigned for generator operation at the site, generator should be handed over to the relevant authorities with properly prepared handing over, taking over statement.
4. After handing over the generator the supplier shall provide catalogues, all the work related to the maintenance of the generator as per the instructions given in the guarantee/ warranty and also in accordance with the instructions given by the manufacturer.
  5. Technical catalogs for generator shall be submitted by the bidder.

## Design & Requirements

### System Parameters

- a) System Voltage - 230 V A.C 1 ph. & neutral
- b) System Frequency - 50 Hz

### Climate Conditions

All equipment & material of plant shall be suitable to stand tropicalized conditions but not limited to the followings.

- |                                       |                        |
|---------------------------------------|------------------------|
| (i) Max. Ambient Temp                 | - 42deg.c              |
| (ii) Ave. Ambient Temp. (Over 24 hrs) | - 35deg.c              |
| (iii) Annual Ave. Ambient Temp.       | - 32deg.c              |
| (iv) Ave. relative humidity           | - 100%                 |
| (v) Operation altitude                | - Up to 2000mts.M.S.L. |

## 2. Design Data

### 3.1 Engine

- a) Rated continuous output (stand by power)– 6kVA
- d) Over load rating - 10% (For one-hour per 12 hours)

- e) Power factor - 0.8
- f) Voltage - 230 V
- g) Frequency - 50 Hz
- h) Speed - 3000 rpm (nominal)
- i) Deviation factor for waveform - 5%
- j) Protection Class –IP65

3.1.1 The Petrol engine shall be four strokes, works on normal auto gasoline/ petrol (92 Octane), and shall be allow easy maintenance. It shall be Air cooling, forced or natural aspiration type. Fuel tank capacity shall not be less than 20L. Starting shall be facilitated with electric or re coil system. Engine silencer shall be residential type with vibration isolators, thermal insulation for exhaust line with glass wool, aluminum sheet.

3.1.2 The following protections shall be provided for engine but not limited to followings.

- (a) Low oil pressure
- (b) High engine temperature
- (c) Over speed.

### **3.2 Alternator**

The alternator shall be of 230 V, A.C. 50 Hz. 1 ph., 2 wire connected type and should be directly coupled to the engine operating at 3000 r.p.m. It is not limited for the brush-less type and both engine and alternator shall be coupled and mounted on sturdy, fabricated, welded construction base frame. The alternator should be rated for continuous output of required capacities at 0.8 power factor with 10% overload for one hour within a period of every 12 hours with radio interference suppression to comply with B.S. 800. The degree of protection for the generator and exciter shall be protected to “IP 65” or better. . The generator shall be complete with all necessary cooling fans, excitation and voltage regulating equipment.

### **3.3 Control Panel**

3.3.1 The control panel shall be fitted on the generator set and shall able to function as follows: -

- a) Supervise, monitoring all genset devices and parameters and react for any abnormal conditions.
- b) Other Operation modes, monitoring, measurements and protections processes should be done by using its control and display unit (electronic card)

3.3.2 All instruments and equipment in the panel shall be reputed makes confirming to the relevant IEC/British standard specifications or equivalent. Any alarms (warning and shutdown) occurring shall be interpreted as an alphabetic comprehensive text message in display. Genset output circuit breaker with over load protection 2 pole (MCB), level protection at least IP 22, adjustable over load and short circuit current, breaking capacity current at least 16kA.

### **3.4 Sound Proof Specifications:**

3.4.1 The generator should include efficiency mufflers, rubber pads and soundproof casing box shall allow easy access to the engine, alternator, radiator filler cap and control cubicle for easy maintenance purposes

3.4.2 Suitable soundproof casing with mufflers and rubber pads placed to reduce the noise of the generator to 70dB at 7m distance at full load operation.

### **3.5 Fuel Tank**

3.5.1 Fuel tank with sufficient capacity to run the generator for continuous 8 hours at full load shall be supplied.

### **3. Manufacturer Qualifications, Spare parts & Maintenance**

Manufacturer should have produced similar equipment for more than 10 years at the date of closing of bids. Manufacturer shall have ISO 9001 certification or Compliance of Community of European (CE). The supplier shall be Exclusive Representation for the Product in Sri – Lanka for the Product Offered for last five years. Documentary evidence shall be produced. The Bidder shall supply the necessary spares for next ten years for trouble free operation of the supplied generator model. Supplier shall be prepared to maintain the equipment comprehensively with necessary spares for five (5) years after the free one-year maintenance period. If the supplier & the contractor are separate parties' contractor shall coordinate to continue the maintenance agreement between the supplier and the relevant hospital or end user for six years after installing.

### **4. Handing over**

When handing over the generator following items shall be handed over. All documents shall be in English.

- a) Spare parts manual
- b) Maintenance manual
- c) Electrical diagram



**SUPPLY, DELIVERY, INSTALATION TESTING, COMMISSIONING  
AND MAINTENANCE OF GENERATOR FOR CARGO DRUG STORE  
GUARANTEED TECHNICAL SCHEDULE OF PARTICULARS**

	Minimum Specifications Expected		Bidder's Offer	
<b>Petrol Engine</b>	Make	(Please Specify)		
	Model	(Please Specify)		
	Year of manufacture	2020 or current		
	Name of manufacturer	(Please Specify)		
	Country of Manufacture	(Please Specify)		
	Configuration	(Please Specify)		
	Aspiration	Forced Ventilation		
	Type of governors	Electronic		
	Rated speed	3000rpm		
	Emission standard	(Please Specify)		
	Type of fuel used	Petrol (Octane 92)		
	Applicable standard			
	Type of cooling system	Air Cooled		
	Type of protections	Low oil pressure		
		High engine temperature		
Over speed				
Power rating in kVA	Standby	Min: 6		
	Prime	Min:5.5		
Recommended lub. oil capacity-litre				
<b>Alternator</b>	Make	(Please Specify)		
	Model	(Please Specify)		
	Year of manufacture			
	Manufacturer's Name	(Please Specify)		
	Country of manufacture	(Please Specify)		
	Rated output in kVA			
	Class of insulation	H		
	Type of protection	Over current		
		Earth fault		
		Over voltage		
Under voltage				
Over frequency				
Under frequency				
	Reverse power			
<b>Control Panel</b>	Manufacturer's Name	(Please Specify)		
	Country of manufacture	(Please Specify)		
	Applicable standard			
	Make & capacity of circuit breaker			

	Availability of meters and indicators	Ac (line – line / line – neutral) Voltage values monitoring, display.		
	Availability	Ac Current per phase values monitoring, display.		
		Frequency and speed values monitoring, display.		
		Running hours for the generator.		
		Oil pressure value (bar, Pascal).		
		Engine Temp value		
		Fail to Start (LED)		
		G.S working normal (LED)		
		High engine temp.		
		Low oil pressure.		
		Over/Under speed.		
		Over/Under Frequency		
		Over/Under voltage.		
		Over load and S.C.		
Dynamo charge fail				
Emergency Stop				
<b>Fuel Tank</b>	Name of manufacturer	(Please Specify)		
	Capacity			
	Type of mounting			
	Type of fuel gauge			
<b>Generator set</b>	Name & address of manufacturer			
	Applicable standard			
	Sound level at 7m distance	70dB		
	Prime rated output in kVA	Min: 6kVA		
	Fuel consumption in liters per hr at full load	Not exceeding 3L/h		
	Weight of generator	Max: 85kg (dry weight)		
Dimensions	Not exceeding (LxWxH) 1000 x 525 x 590 mm			
<b>General</b>	Type of guarantee and warranty for whole plant available:			
	Please indicate deviations from the specifications if any			
	Catalogues	Should be In English Language		

List of maintenance spares to be provided free of charge if any			
Availability of documents with the offer	Originals of manufacturer’s technical literature for Engine	( Yes / No )	
	Originals of manufacturer’s technical literature for Alternator	( Yes / No )	
	Sketch of the arrangement indicating all major equipment Such as generators, control panel, Fuel tank, silencer, etc.	( Yes / No )	
	Certificate of compliance to the technical specification	( Yes / No )	
	Please state whether the engine, alternator, control panel and other accessories offered are brand new and not used ones:	( Yes / No )	

**Schedule of Cost of Maintenance**

Cost for extending the comprehensive maintenance and service with warranty for additional five years, after expiration of first year free comprehensive warranty period. The life cycle cost shall considered for evaluation.

Plan for the Comprehensive Maintenance	Cost Without Taxes
1 <sup>ST</sup> Year Maintenance	Free of charge
2 <sup>nd</sup> Year Maintenance	
3 <sup>rd</sup> Year Maintenance	
4 <sup>th</sup> Year Maintenance	
5 <sup>th</sup> Year Maintenance	
6 <sup>th</sup> Year Maintenance	

.....Date: .....  
Signature of Tenderer & Company seal



## SPECIFICATION FOR SOLAR PHOTOVOLTAIC SYSTEM

### 1. General

- i. This specification covers the technical specifications for Design, Supply, Installation Testing and commissioning of Grid connected solar photovoltaic system and relevant accessories for the cargo drug store.
- ii. Contractor shall provide brand new equipment with all the accessories required for proper installation and commissioning.
- iii. Solar PV system shall be installed by a registered company in the sustainable energy authority.
- iv. Technical catalogs for Solar PV systems shall be submitted by the bidder.
- v. **Due to the parameters consider by the CEB when connecting the solar system in to the grid, contractor shall get the prior approval from CEB before installing the Solar system for each location.**

### 2. Technical Requirements

#### 2.1 Solar Photovoltaic (SPV)array

- 2.1.1 Completion of grid connected roof solar power system of capacity of Minimum 4 kW  
AC output to the grid from each location of the Cargo drug store.
- 2.1.2 Contractor must consider shading losses as per the relevant Industry Standard & Practice which designing the proposed powerplant.
- 2.1.3 Minimum rating of a solar module shall not be less than 300Wp.
- 2.1.4 SPV module shall contain mono crystalline high-power silicon solar cells. The solar cells shall have surface anti-reflective coating to help to absorb more light in all weather conditions.
- 2.1.5 Photo electrical conversion efficiency of SPV module shall not be less than 20%
- 2.1.6 Fill factor of the modules shall not be less than 0.70.
- 2.1.7 Junction box of the SPV module ingress protection shall be IP68.
- 2.1.8 The rated output of any supplied module power tolerance shall be positive. Test certificate confirming the rating shall be submitted by the Contractor
- 2.1.9 Solar modules shall perform satisfactorily under following weather conditions

- i. Relative humidity up to 95%
- ii. Temperature between 10°C & 85°C
- iii. Shall be able to withstand wind gusts up to 38m/s.

**2.1.10** Solar PV modules shall be highly reliable, light weight and shall have more than 10 years product warranty (materials and workmanship) and 25 years power output warranty. Certificate confirming the warranty conditions shall be submitted with the offer.

2.1.11 Solar modules offered shall be certified as per latest edition of IEC61215-2, IEC 61730-1, IEC 61730 – 2 for safety qualification testing. Shall meet the ISO 9001 : 2008, ISO 14001 : 2004 and 17025 : 2005 international standards. Copies of the certification should be submitted by the Contractor.

2.1.12 Marking : Each module shall carry the following clear and indelible markings:

- i. Name, monogram or symbol of manufacturer
- ii. Type or model number
- iii. Serial number
- iv. Maximum system voltage for which the module is suitable
- v. Year of manufacture

2.1.13 Solar modules shall have the type approval certificates.

## **2.2 Module mounting structure**

2.2.1 SPV panels must be mounted on a stable, durable structure that can support the panels and withstand wind, rain and other adverse conditions. The modules will be fixed on structures with fixed arrangement.

2.2.2 The module mounting structures shall have adequate strength and appropriate design suitable to the locations, which can withstand the load and high wind velocities. Stationery structures shall support PV modules at a given orientation, absorb and transfer the mechanical loads to the surface properly.

2.2.3 The array structure shall be so designed to occupy minimum space without sacrificing the output from SPV panels.

- 2.2.4 The structure shall be designed to allow easy replacement of any module & shall be in line with the site requirement.
- 2.2.5 Array structure shall be fabricated out of anodized aluminium extrusions specially made for solar panel installations or hot dipped galvanized steel channels of thickness 3 mm as appropriate.
- 2.2.5 The support structure design & foundation shall be designed to withstand wind speed up to 38m/s using relevant wind load codes. The module alignment and tilt angle shall be matched to the roof angle of the building.
- 2.2.6 The structure and access ladder shall be design to withstand operating environmental conditions for a period of minimum 25 years. And shall be free from corrosion while installation.
- 2.2.7 Proposed steel framework for the solar panels in roof area and entire fabrication of elevated structure shall be done by the Contractor. There is no proper access to the roof and permanent, hot-dip galvanized steel access ladder with safety guard shall be provided by the contractor to access the roof. Contractor shall propose practical and feasible location to install access ladder. The additional cost shall be included in the BOQ and added to the total price.
- 2.2.8 The PV panel area shall be accessible for cleaning and for any repair work
- 2.2.9 Sufficient gap to be provided between any two module rows for maintenance works.
- 2.2.10 The array structure shall be grounded properly using a suitable earthing arrangement.
- 2.2.11 The contractor shall submit detailed drawings of the roof & mounting structure and access ladder for approval of the structural engineer before fabrication.

### **2.3 Grid tie Inverter**

- 2.3.1 Rating of the Inverter shall be same as minimum output as per 2.1.1 or greater.
- 2.3.2 Inverter unit shall convert DC produced by SPV array and adjust the voltage and frequency levels to suit the Grid.
- 2.3.3 Nominal AC voltage shall be 1 Phase, 230V
- 2.3.4 AC grid frequency shall be 50Hz.
- 2.3.5 The electrical safety of the array installation is of the utmost importance. Array

electrical configuration shall be in such a way that, the MPPT shall operate with maximum efficiency between the low and high temperature of the site.

- 2.3.6 DC voltage ripple content shall not be more than 5%
- 2.3.9 Efficiency of inverter shall not be less than 97%
- 2.3.10 Operating temperature range shall be 5 to 60 deg.C.
- 2.3.11 DC-AC conversion efficiency shall be 93% for output ranging from 20% to full load. Idling current at no load shall not exceed 2% of the full load current.
- 2.3.12 Inverter shall be housed in a suitable switch cabinet, with min. IP54 degree of Ingress Protection, wall mounted, weatherproof, rodents & insect proof and Components and circuit boards mounted inside the enclosures clearly identified with appropriate permanent designations.
- 2.3.13 The Inverter shall have following protection features
- i. Appropriate self-protective and self-diagnostic feature to protect itself and the PV array from damage in the event of Inverter component failure or from parameters beyond the Inverter's safe operating range due to internal or external causes. The self-protective features shall not allow signals from the Inverter front panel to cause the Inverter to be operated in a manner which may be unsafe or damaging. Faults due to malfunctioning within the Inverter, including commutation failure, shall be cleared by the Inverter protective devices and not by the existing site utility grid service circuit breaker.
  - ii. Protection features such as DC reverse-polarity, reverse current protection, AC short circuit protection, Ground fault monitoring, over voltage etc.
  - iii. Islanding protection.
  - iv. Facility to reconnect the Inverter automatically to the grid following restoration of grid, subsequent to grid failure condition.
  - v. Authentic tracking of the solar arrays maximum power operation (MPPT).
  - vi. Parallel operation with Grid & capable of interrupting line-to-line fault currents and line to line ground fault currents.

- 2.3.14 Harmonic levels produced by the inverter shall be complied with utility providers' requirements.
- 2.3.15 Inverter shall not produce Electromagnetic interface (EMI) which cause malfunctioning of electronic & electrical instruments including communication equipment which are located within the facility in which the Inverter is housed.
- 2.3.16 Display on front panel
- i. Display indicators
    - a. Front panel should have the following output indicators
      - i. Inverter power feeding to the grid.
      - ii. Daily amount of energy fed into the grid
      - iii. Total energy fed into the grid
    - b. Display shall show the overview of the plant such as Input voltage, Output voltage etc.
    - c. Display visible from outside the Inverter enclosure.
    - d. Operational status of the Inverter, alarms, trouble indicators and AC and DC disconnect switch positions shall also be communicated by appropriate messages or indicator lights.
- 2.3.17 Inverter shall have an Emergency OFF button located at an appropriate position of the unit.
- 2.3.18 Code & Standards: Inverter shall meet the following,
- i. CE
  - ii. VDE0126
  - iii. G83/1
  - iv. IEC61727
  - v. IEC62116
  - vi. IEC62109
  - vii. UL
- 2.3.19 The ratio of the Inverter continuous power rating and the array peak power rating shall be between 80 to 90% or any other value found suitable. This is because better overall annual yield can be obtained by allowing the Inverter to operate for longer periods closer to optimal efficiency.
- 2.3.20 Maximum power point tracker (MPPT) has to be integrated in the Inverter unit to maximize energy drawn from the array. The MPPT shall be microprocessor

based to minimize power losses. The MPPT shall have provision (manual setting) for constant voltage operation.

2.3.21 Metering

PV array energy production: Meter to log the actual amount of AC energy generated/consumed by the PV system shall have to be provided.

2.3.22 Inverter shall be covered under the warranty period of 10 years from the date of commissioning of the system.

### 3. Cables and Accessories

41 All the cables supplied shall be conforming to BS 5467 for XLPE insulated cables and BS 6346 for PVC insulated cables as per requirement. Only copper cables shall be used.

42 The size of the cables between array interconnections, array to junction boxes, junction boxes to Inverter shall be so selected to keep the voltage drop and losses to the minimum.

43 Cables shall be installed in steel conduits or powder coated steel trunking.

43.1 The array junction boxes shall be dust, vermin & waterproof made of FRP/ABS plastic.

43.2 The array junction box will also have suitable surge protection.

43.3 The junction boxes shall have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming and outgoing cables.

44 All AC & DC breakers be housed in suitable switch cabinet, with min. IP54 degree of Ingress Protection, Weatherproof, rodents & insect proof and Components inside the enclosures clearly identified with appropriate permanent designations.

45 Complete cable sizing calculations with voltage drop shall be submitted by the Contractor.

46 Schematic diagram (design concept) for the whole grid connected solar power plant including all PV panels shall be submitted by the Contractor.

#### **4. Spare Parts**

Essential spares for the system shall be provided free of cost by the supplier and replaced if required during the warranty period. Spares support shall be made available for at least 10 years.

#### **5. Training**

5.1 Supplier shall offer a comprehensive training package for the nominated technical staff of the Client for operation and maintenance of solar plant.

#### **6. Submittals**

The Contractor shall make for approval by the Engineer of the following, but shall not be limited to same.

- ✓ Samples of Materials, Component and Fixtures and Equipment
- ✓ Layout of solar modules on the roof.
- ✓ Technical literature / catalogues for equipment supplied (Highlight the module no.)
- ✓ Schematic diagram of the inverter
- ✓ Schematic & Interconnection Diagrams
- ✓ Certificate of Compliance/Test Reports
- ✓ Operation and Maintenance Manuals complete with system details for inverter, PV module array, working principle, troubleshooting etc.
- ✓ Price schedule for maintenance agreement for ten years after defect liability period.

##### **6.1. Shop Drawings**

Shop drawings of solar power systems, electrical circuit and wiring diagram, builders work and any other drawings necessary for fabrication and installation of the system shall be supplied in triplicate to the Engineer to determine the adequacy and suitability of the layouts of the proposed grid connected solar power system.

##### **6.2 Maintenance & Operating Manuals**

Maintenance and operating manuals of all equipment supplied shall be furnished in English language triplicate with detailed diagrams of the equipment, equipment arrangements and instructions of the regular maintenance of the equipment. All

manuals should be printed in English language and ring bound with hard cover.

A schedule which may be in the form of a material list giving all particulars together with ordering references of all replaceable parts for all the equipment which will be supplied shall include in the O&M manual. Contractor is requested to sign agreement with the Client for a comprehensive agreement after defect liability period. Contractor shall submit the terms and charges for service and maintenance contract.

### **6.3 As-Built Drawings**

On completion of the installation, the Contractor shall prepare a set of As-built Drawings, which shall represent an accurate description of the installed systems. These drawings shall be bound with covers in to an album and handed over to the Engineer.

### **6.4 Handing Over Documents**

The final handing over documents to be submitted by the Contractor on completion of the installation shall comprise the following:

- |    |                                   |            |
|----|-----------------------------------|------------|
| a) | Operation and Maintenance Manuals | (3copies)  |
| b) | Commissioning Sheets              | (3 copies) |
| c) | Test Reports                      | (3copies)  |
| d) | As Built Drawings                 | (3copies)  |

These documents in required number of copies specified should be supplied to the Engineer within 30 days on issue of taking over certificate. All documents submitted shall be of hard bound cover.

## **7. Site Testing and Commissioning**

Contractor shall submit a complete proposal with time schedule for testing and commissioning of the grid connected solar power system. The program shall include a trial operation of all main equipment with any necessary adjustments to ensure that the system is working correctly. The Contractor shall provide all instruments and equipment together with commissioning engineers and adequate assistance for carrying out the commissioning and testing activity which shall be done in accordance with the recommendations of relevant Standards. If any portion of the works fails to pass the tests, the Contractor shall, at his own



expense carry out such alterations or replacements as are required to the satisfaction of the Engineer. The Engineer shall be at liberty to call for further commissioning when such alterations have been completed to their satisfactory. The Contractor shall provide commissioning spares at his own expense. Spare parts earmarked for maintenance shall not be used during this period.

Reference Only

**Technical Specification**

No	Item	Units	Required	Tendered
<b>A</b>	<b>SOLAR PV MODULE</b>			
	<b>General</b>			
	Manufacturer's Name			
	Country of Origin			
	Country of Manufacture			
	Make			
	Model No.			
	Total Area Required			
	<b>Dimensions and weight</b>			
	Width/Height/Depth, mm (W/H/D)	mm		
	Weight approximately	kg		
	<b>Product Compliances and Standards</b>			
	Applicable Standard (latest)		IEC IEC61215-2, IEC 61730-1, IEC 61730 – 2	
	Quality Management		ISO 9001: 2008 ISO 14001: 2004 and 17025: 2005	
	Catalogues		In English language	
	Place of Testing			
	<b>Solar PV System Data</b>			
	No. of Solar PV Modules			
	Total Panel Capacity ( $P_{total}$ )	kW <sub>P</sub>		
	Total System Rated Power ( $P_{rated,AC}$ )	kW (AC)	4 or higher	
	<b>Solar PV Module Electrical Characteristics</b>			
	Solar PV Module technology		Monocrystalline	
	Electrical Conversion Efficiency of Solar PV Module	%	19% or higher	
	Panel Voltage (Nominal)	V		
	Module Power Tolerance	W		
	Maximum Power Voltage of a Module ( $V_{mp}$ )	V		
	Maximum Power Current of a Module ( $I_{mp}$ )	A		
	Open Circuit Voltage ( $V_{oc}$ )	V		
	Short Circuit Current ( $I_{sc}$ )	A		

	Product Warranty (material & workmanship)		<b>10 Years</b>	
	Power output warranty		<b>25 Years</b>	
<b>B</b>	<b>PV INVERTER</b>			
	<b>General</b>			
	Manufactures Name			
	Country of Origin		<b>Specify</b>	
	Country of Manufacture			
	Make			
	Model No.			
	No. of Inverters			
	Maximum input power	W		
	Maximum output power	kW,AC		
	Output frequency	Hz		
	Maximum AC output Apparent Power	kVA		
	Power factor			
	Efficiency	%	97 or higher	
	Degree of protection		IP 54	
	Operating Temperature Range	°C	5 to 60 °C	
	Relative humidity, not condensing			
	DC disconnection device			
	AC disconnection device			
	DC overvoltage protection (surge protection)			
	AC overvoltage protection (surge protection)			
	Rated Grid Voltage Rated Grid Frequency			
	Product Warranty		10 Years	
<b>C</b>	<b>SURGE PROTECTION DEVICE</b>			
	Model/Trade name			
	Country of origin			
	Manufacture			
	Type of design			
	Maximum Current			
	Maximum Energy			
	Maximum number of surges			
	Response Time			
	Case Material			
	Warranty			

## **Environmental, social, health and safety requirements**

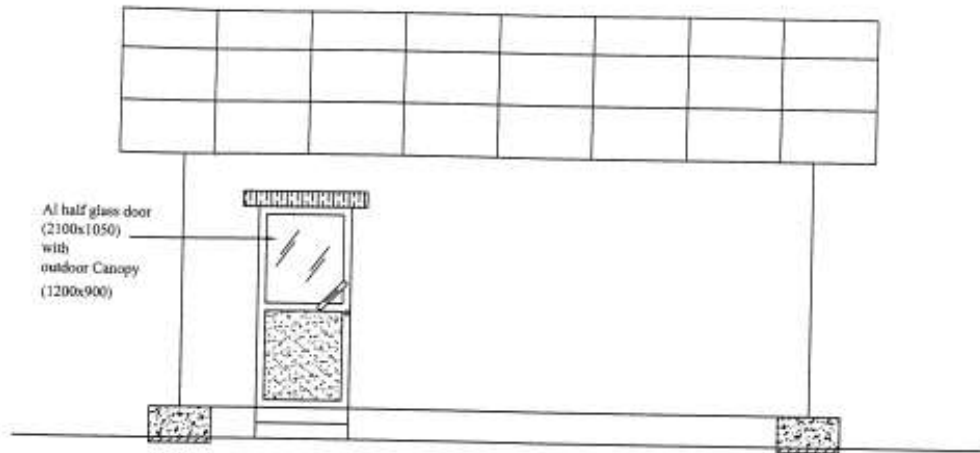
Bidder shall prepare / proceed the Environmental, social, health and safety requirements as per following Annexures.

Annexure No 1- Environmental and Social Code of Conduct for Supply and Installation of Containerized Drug Stores with Air Condition and Solar Energy.

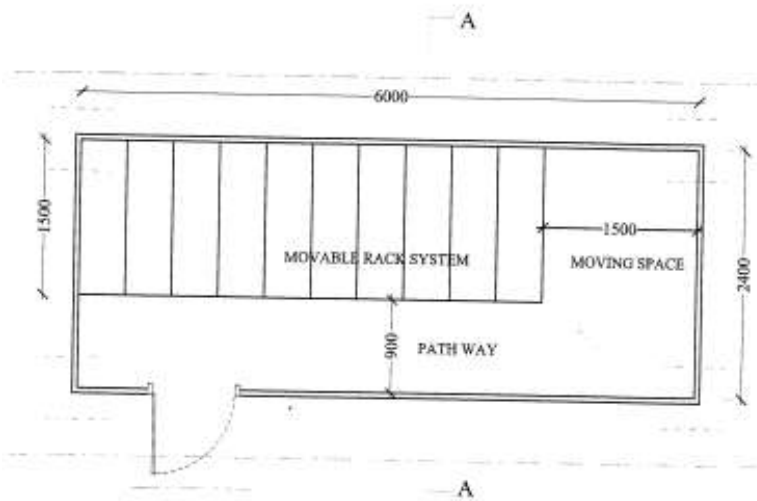
Annexure No 1I- COVID-19 Occupational Health and Safety measure for Construction Projects

Reference Only

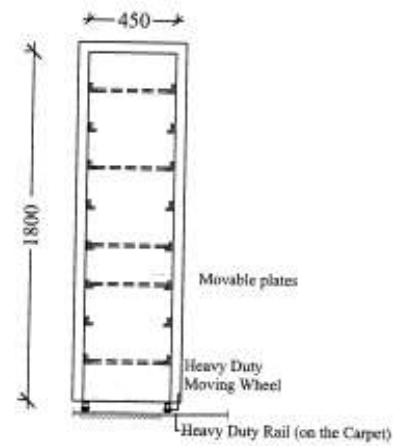
# Drawings



**ELEVATION**



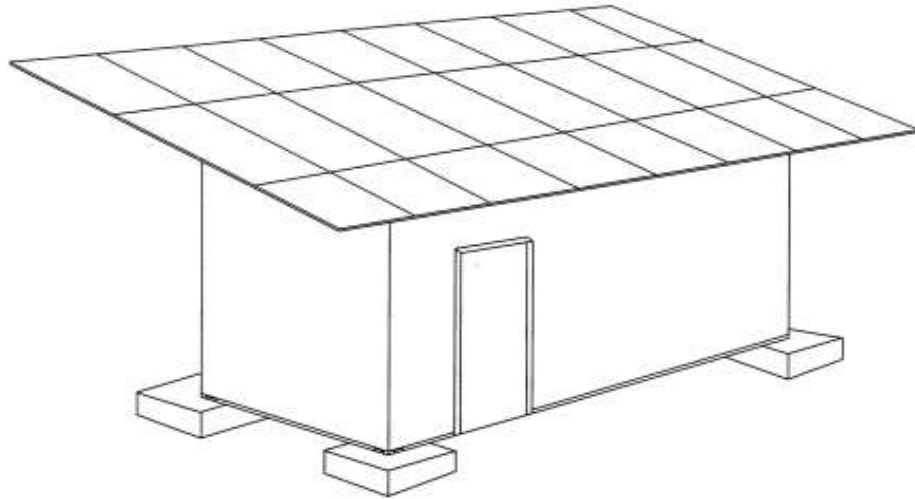
**PLAN**



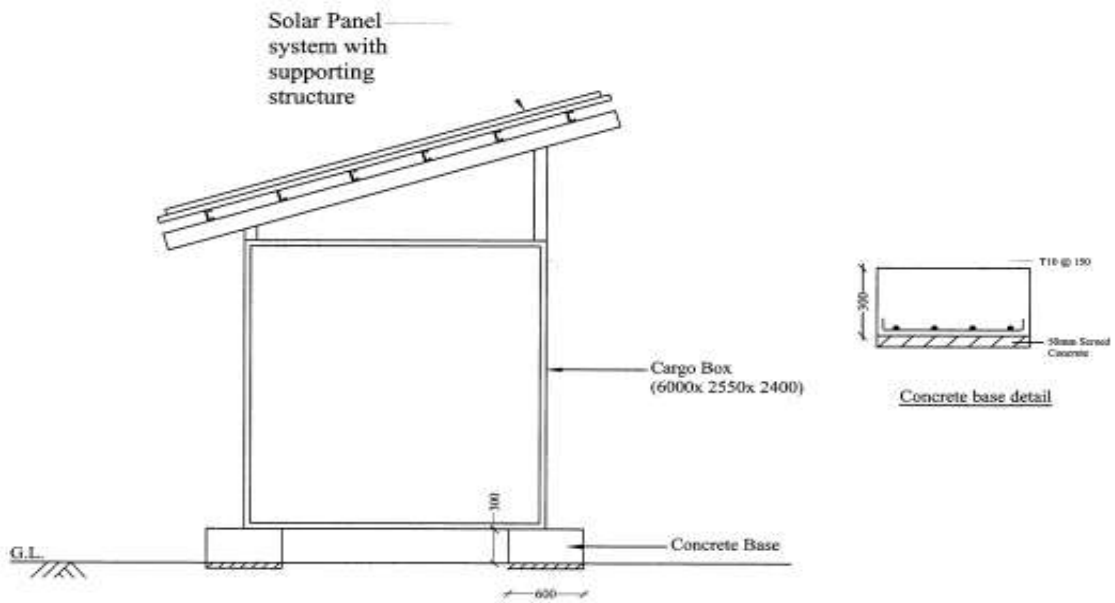
**Cross Section view of Moving Racking system**

\*\* All dimensions in millimeters





ISOMETRIC VIEW



SECTION A-A

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**Design of painting of the Cargo drugstores**

**PART 3**

**Conditions of Contract  
and  
Contract Forms**

Reference Only



## **Section VIII. General Conditions of Contract**

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

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

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

Reference Only

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## General Conditions of Contract

### A. General

#### 1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.

- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the

- Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract.
  - (aa) The Site is the area **defined as such in the PCC**.
  - (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
  - (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
  - (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
  - (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
  - (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
  - (gg) A Variation is an instruction given by the Project Manager which varies the Works.
  - (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor's Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>15</sup> and
  - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

<sup>15</sup> In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or



- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
  - (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
  - 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
  - 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
    - (a) loss of or damage to the Works, Plant, and Materials;
    - (b) loss of or damage to Equipment;
    - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
    - (d) personal injury or death.
  - 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide

for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

**14. Site Data**

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

**15. Contractor to Construct the Works**

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

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

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

**17. Approval by the Project Manager**

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

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

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

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

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

- 18. Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 19. Discoveries**
- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**23. Appointment of the Adjudicator**

- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

**24. Procedure for Disputes**

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

**25. Corrupt and Fraudulent Practices**

- 25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the

amount and currency, and the purpose of the commission, gratuity or fee.

## **B. Time Control**

### **26. Program**

- 26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

### **27. Extension of the Intended Completion Date**

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a

delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

- 28. Acceleration**
- 28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 29. Delays Ordered by the Project Manager**
- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 30. Management Meetings**
- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 31. Early Warning**
- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C. Quality Control

- 32. Identifying Defects** 32.1 The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 33. Tests** 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 34. Correction of Defects** 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.
- 35. Uncorrected Defects** 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

#### **D. Cost Control**

- 36. Contract Price<sup>16</sup>** 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 37. Changes in the Contract Price<sup>17</sup>** 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial

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<sup>16</sup> In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

<sup>17</sup> In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

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

### **38. Variations**

38.1 All Variations shall be included in updated Programs<sup>18</sup> produced by the Contractor.

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

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

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

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

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.<sup>19</sup>

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37.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

<sup>18</sup> In lump sum contracts, add "and Activity Schedules" after "Programs."

<sup>19</sup> In lump sum contracts, delete this paragraph.



**39. Cash Flow Forecasts**

39.1 When the Program,<sup>20</sup> is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**40. Payment Certificates**

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

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

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

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.<sup>21</sup>

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

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

**41. Payments**

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

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

<sup>20</sup> In lump sum contracts, add "or Activity Schedule" after "Program."

<sup>21</sup> In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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

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

#### **42. Compensation Events**

42.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

- 42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### 43. Tax

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

#### 44. Currencies

- 44.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

#### 45. Price Adjustment

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

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

where:

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

$A_c$  and  $B_c$  are coefficients<sup>22</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

$I_{mc}$  is the index prevailing at the end of the month being invoiced and  $I_{oc}$  is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

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

#### 46. Retention

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

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### 47. Liquidated Damages

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

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest

<sup>22</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient  $A_c$ , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

#### **48. Bonus**

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

#### **49. Advance Payment**

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

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

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

#### **50. Securities**

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

- 51. Dayworks**
- 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

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

### **E. Finishing the Contract**

- 53. Completion**
- 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over**
- 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account**
- 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals**
- 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

**57. Termination**

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

- 57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 58. Payment upon Termination**
- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 59. Property**
- 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 60. Release from Performance**
- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of Bank Loan or Credit**
- 61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
  - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.



Reference Only

## APPENDIX A

### TO GENERAL CONDITIONS

### Bank's Policy- Corrupt and Fraudulent Practices

*(text in this Appendix shall not be modified)*

#### **Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

##### **“Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>23</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>24</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>25</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>26</sup>

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<sup>23</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>24</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>25</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>26</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>27</sup>
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,<sup>28</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>29</sup>;

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<sup>27</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

<sup>28</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>29</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how

- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

Reference Only

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that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## Section IX. Particular Conditions of Contract

*Except where otherwise specified, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.*

<b>A. General</b>									
<b>GCC 1.1 (d)</b>	The financing institution is: Primary Healthcare System Strengthening Project								
<b>GCC 1.1 (s)</b>	The Employer is Ministry of Health								
<b>GCC 1.1 (v)</b>	The Intended Completion Date of the Works shall be; <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Lot</th> <th style="width: 50%;">Intended Completion Date</th> </tr> </thead> <tbody> <tr> <td><i>Any Single lot</i></td> <td><i>Within 91 days</i></td> </tr> <tr> <td><i>Any combination of two lots</i></td> <td><i>Within 91 days</i></td> </tr> <tr> <td><i>All three lots</i></td> <td><i>Within 91 days</i></td> </tr> </tbody> </table>	Lot	Intended Completion Date	<i>Any Single lot</i>	<i>Within 91 days</i>	<i>Any combination of two lots</i>	<i>Within 91 days</i>	<i>All three lots</i>	<i>Within 91 days</i>
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<b>GCC 1.1 (y)</b>	The Project Manager is <i>Director (Building), Ministry of Health</i>								
<b>GCC 1.1 (aa)</b>	The Site is located at <i>island wide as per below table</i> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Lot</th> <th style="width: 85%;">Location of the Sites</th> </tr> </thead> <tbody> <tr> <td>Lot A</td> <td> <ol style="list-style-type: none"> <li>1. Divisional Hospital- Kopai,(Jaffna)</li> <li>2. Divisional Hospital- Puunakarei ( Kilinochchi)</li> <li>3. Divisional Hospital- Unappulawu (Mullaitivu)</li> <li>4. Divisional Hospital- Adampane (Mannar)</li> <li>5. Divisional Hospital- Puwarasankulam (Vavuniya)</li> <li>6. Divisional Hospital- Selvanagapuram (Trincomalee)</li> <li>7. Divisional Hospital- Mihinthale (Anuradapura)</li> <li>8. Divisional Hospital- Chenkaladi (Batticaloa)</li> <li>9. Divisional Hospital- Damana (Ampara)</li> <li>10. Divisional Hospital- Annamale (Kalmune )</li> </ol> </td> </tr> </tbody> </table>	Lot	Location of the Sites	Lot A	<ol style="list-style-type: none"> <li>1. Divisional Hospital- Kopai,(Jaffna)</li> <li>2. Divisional Hospital- Puunakarei ( Kilinochchi)</li> <li>3. Divisional Hospital- Unappulawu (Mullaitivu)</li> <li>4. Divisional Hospital- Adampane (Mannar)</li> <li>5. Divisional Hospital- Puwarasankulam (Vavuniya)</li> <li>6. Divisional Hospital- Selvanagapuram (Trincomalee)</li> <li>7. Divisional Hospital- Mihinthale (Anuradapura)</li> <li>8. Divisional Hospital- Chenkaladi (Batticaloa)</li> <li>9. Divisional Hospital- Damana (Ampara)</li> <li>10. Divisional Hospital- Annamale (Kalmune )</li> </ol>				
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	Lot B	<ol style="list-style-type: none"> <li>1. Divisional Hospital- Attanakadawala (Polonnaruwa)</li> <li>2. Divisional Hospital- Dankotuwa (Puttalam)</li> <li>3. Divisional Hospital- Hiripitiya (Kurunegala)</li> <li>4. Chest Clinic (Mathale)</li> <li>5. District General Hospital- Theldeiniya (Kandy)</li> <li>6. Divisional Hospital- Bogawanthalawa (Nuwara Eliya)</li> <li>7. Divisional Hospital- Mahapallegama (Kegalle)</li> <li>8. Divisional Hospital- Pallebedda (Ratnapura)</li> </ol>
	Lot C	<ol style="list-style-type: none"> <li>1. District Hospital- Divulapitiya (Gampaha)</li> <li>2. Divisional Hospital- Kosgama (Colombo)</li> <li>3. Divisional Hospital- Halthota (Kaluthara)</li> <li>4. Divisional Hospital- Athimale (Monaragala)</li> <li>5. Divisional Hospital- Unawatuna (Galle)</li> <li>6. Divisional Hospital- Akuressa (Matara)</li> <li>7. Divisional Hospital- Kirinda (Hambanthota)</li> <li>8. Divisional Hospital- Nedunamuwa (Badulla)</li> </ol>
<b>GCC 1.1 (dd)</b>	The Start Date shall be <b>15<sup>th</sup> January 2022</b>	
<b>GCC 1.1 (hh)</b>	The Works consist of Construction and Installation of 26 Nos of Air-Conditioned Cargo Drug Stores with Solar Power.	
<b>GCC 1.1 (ii)</b>	The following is added as GCC 1.1. (ii) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.	
<b>GCC 2.2</b>	Sectional Completions are: Not Applicable	
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: [list the following and any other relevant documents]  (i) the ESHS Management Strategies and Implementation Plans; and Code of Conduct (ESHS).	
<b>GCC 3.1</b>	The language of the contract is <i>English</i>  The law that applies to the Contract is the law of <b>Democratic Socialist Republic of Sri Lanka</b>	
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.	
<b>GCC 8.1</b>	Schedule of other contractors: <i>Not Applicable</i>	
<b>GCC 9.1</b>	<b>Key Personnel</b>	

	<p>GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]</p>
<p><b>GCC 9.2</b></p>	<p>Code of Conduct (ESHS) The following is inserted at the end of GCC 9.2: “The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence, (GBV), sexual exploitation or abuse, illicit activity or crime).”</p>
<p><b>GCC 13.1</b></p>	<p>The minimum insurance amounts and deductibles shall be as per the preliminaries specified in the Bill of Quantities.</p> <p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> <li>(a) The maximum deductible for insurance of the Works and of Plant and Material is 5% of the initial contract price.</li> <li>(b) The minimum deductible for insurance of the Works and of Plant and Material is 110 % of the initial contract price.</li> <li>(c) The maximum deductible for insurance of the equipment is 0.2% of the initial contract price.</li> <li>(d) The minimum cover for loss or damage to equipment is “ Cost of the equipment”</li> <li>(e) The maximum deductible for insurance of other property is Nill.</li> <li>(f) The minimum cover for insurance of other property is LKR 100,000.00</li> </ul> <p>The minimum cover for personal injury or death:</p> <ul style="list-style-type: none"> <li>(i) For the contractor’s workman is Rs 550,000.00 per person per event. Number of events are unlimited.</li> </ul>

	<p>(ii) For the contractor's employee other than the workman is Rs 550,000.00 per person per event. Number of events are unlimited.</p> <p>(iii) For third party and employees of the employer and other persons engaged by the employer is Rs 550,000.00 per person per event. Number of events are unlimited.</p>
<b>GCC 14.1</b>	Site Data are: <i>refer GCC 1.1a</i>
<b>GCC 16.1 (add new 16.2)</b>	<p><b>ESHS Management Strategies and Implementation Plans</b></p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“<b>16.2</b> The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure work, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: 14 Days after acceptance of the Award letter
<b>GCC 23.1 &amp; GCC 23.2</b>	<p>Appointing Authority for the Adjudicator: <i>CIDA</i></p> <p>Adjudicator shall be appointed by Employer and contractor with consent of both parties. Person appointed as the Adjudicator shall not be associated with the project directly and he/she should be in his position to demonstrate impartiality and independence in his functions.</p>



<b>GCC 24.3</b>	Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared equally by the Contractor and the Employer
<b>GCC 24.4</b>	Institution whose arbitration procedures shall be used: Democratic Socialist Republic of Sri Lanka
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within <i>14</i> days from the date of the Letter of Acceptance.
<b>GCC 26.2</b>	<p><b>ESHS Reporting</b></p> <p>Inserted at the end of GCC 26.2</p> <p>“In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> <li>(g) confirmed or likely violation of any law or international agreement;</li> <li>(h) any fatality or serious (lost time) injury;</li> <li>(i) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</li> <li>(j) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</li> </ul> <p>any allegation of gender-based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.</p>
<b>GCC 26.3</b>	<p>The period between Program updates is <i>07</i> days.</p> <p>The amount to be withheld for late submission of an updated Program is : <i>None</i></p>
<b>C. Quality Control</b>	
<b>GCC 34.1</b>	The Defects Liability Period is: <i>360</i> days.

<b>D. Cost Control</b>	
<b>GCC 38.2</b>	Not Applicable
<b>GCC 40</b>	<p>Add new GCC 40.7:</p> <p>“40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>(i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</li> <li>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;</li> <li>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</li> <li>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</li> <li>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</li> </ul>
<b>GCC 41</b>	The currency of the Employer’s country is: Sri Lankan Rupees
<b>GCC 44.1</b>	The currency of the Employer’s country is: <i>Sri Lankan Rupees</i>

<b>GCC 45.1</b>	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45.
<b>GCC 46.1</b>	The proportion of payments retained is: <i>10% of each payment of the certified work done.</i>  <i>Limit of retention shall be 05% of the initial contract price.</i>
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works 0.05% the initial Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 5% of the initial Contract Price.
<b>GCC 48.1</b>	N/A
<b>GCC 49.1</b>	The Advance Payments shall be Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document.  Validity of the guaranty is contract period.
<b>GCC 50.1</b>	A Performance Security <i>shall be required.</i>  The Amount of the Performance Security shall be  Performance Security shall be;  1. The amount of the Security is 5% of the Contract Price. 2. Valid until a date 28 days from the date of issue of the Certificate of Completion. 3. Addressed to The Project Director, Primary Healthcare System Strengthening Project , 3 <sup>rd</sup> Floor, J.R. Jayewardene Center, 191, Dharmapala Mawatha, Colombo 07, Sri Lanka. 4. Issued by a bank/institution acceptable to the central Bank of Sri Lanka. If the Performance Security is issued by a bank/institution located outside Sri Lanka, the issuing bank/institution shall have a correspondent bank/institution located in the Purchaser's Country to make it enforceable)  Other types of securities shall not be accepted.
<b>E. Finishing the Contract</b>	

<b>GCC 56.1</b>	The date by which operating and maintenance manuals are required is: at the pre testing of the work.  The date by which “as built” drawings are required is: at the handing of the work.
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>5,000 per one cargo unit.</i>
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>25% remaining work.</i>

Reference Only

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## **Section X - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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# Letter of Acceptance

*[ on letterhead paper of the Employer]*

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

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

Subject: ..... *[Notification of Award Contract No]* .....

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

You are requested to furnish the Performance Security within 28 days in accordance with  
the Conditions of Contract, included in Section X - Contract Forms, of the bidding  
document.

***[Choose one of the following statements:]***

We accept that \_\_\_\_\_ *[insert the name of Adjudicator proposed by the  
Bidder]* be appointed as the Adjudicator.

***[or]***

We do not accept that \_\_\_\_\_ *[insert the name of the Adjudicator proposed  
by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of  
Acceptance to \_\_\_\_\_ *[insert name of the  
Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority  
to appoint the Adjudicator in accordance with ITB 43.1 and GCC 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

THIS AGREEMENT made the . . . . .day of . . . . ., . . . . ., between . . . . .  
[*name of the Employer*]. . . . . (hereinafter “the Employer”), of the one part, and . . . . .  
[*name of the Contractor*]. . . . .(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as Construction and Installation of . . . . . Nos of Air-Conditioned Cargo Drug Stores with Solar Power, 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.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the addenda Nos \_\_\_\_\_ (if any)
  - (d) the Particular Conditions
  - (e) the General Conditions of Contract, including Appendices;
  - (f) the Specification
  - (g) the Drawings
  - (h) Bill of Quantities;<sup>30</sup> and
  - (i) any other document **listed in the PCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract

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<sup>30</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . [name of the borrowing country]. . . . .on the day, month and year specified above.

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

Reference Only



## Performance Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** Project Director,  
Primary Healthcare System Strengthening Project,  
3rd Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha,  
Colombo 07.

**Invitation for Bids No:** LK-MHNIM-252240-CW-RFB

**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 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 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]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this

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.

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*[signature(s)]*

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

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*guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Project Director,  
Primary Healthcare System Strengthening Project,  
3rd Floor, J.R. Jayawardena Center, 191, Dharmapala Mawatha, Colombo 07.**

**Invitation for Bids No: LK-MHNIM-252240-CW-RFB**

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[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]*<sup>1</sup> 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.

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

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

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*