**VOLUME 3**

# T A B L E O F C O N T E N T S

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| --- | --- | --- |
|  |  **VOLUME 3** |  |
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**SECTION - VII (c)**

**FORM OF PRICE PROPOSAL**

**FORM OF PRICE PROPOSAL**

**NAME OF CONTRACT** :**…………………… WATER SUPPLY PROJECT**

**(PLANT AND DESIGN – BUILD)**

**TO** :**NATIONAL WATER SUPPLY AND DRAINAGE BOARD, GALLE ROAD, RATMALANA, SRI LANKA**

Gentlemen:

We have examined the Bid including Instruction to bidders, Conditions of Contract, Employer’s requirements, Specifications, Schedule, Addenda nos………… and the matters set out in the Appendix hereto, we have understood and checked these documents and have not found any errors in them.

We accordingly offer to design, execute and complete the said Works and operation for 3 months period, and remedy any defects fit for the purpose in conformity with these documents and the enclosed Proposal for the fixed lump sum of Sri Lankan Rupees ………………... …………………….. or other sums as may be determined in accordance with the terms and conditions of the Contract.

The above amounts are in accordance with the Price Schedules herewith and are made part of this bid, as comprised below;

Rs. ……………………………………………………………….Plus applicable VAT.

We confirm our agreement with the appointment of (name proposed in Appendix to Technical Proposal or during the clarification meeting of First Stage bid) a s the Adjudicator.

We agree to abide by this Bid until ……………… and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of our Bid.

If our bid is accepted, we will provide the specified performance security, commence the Works as soon as reasonably possible after receiving the Engineer’s notice to commence, and complete the Works in accordance with the above documents within the time stated in the Appendix to Technical Proposal.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the Contract, are listed below,

Name and Amount Purpose

Address of Agent and Currency

…………………………. ………………………… …………………..

(if none, state “none”)

We are, Gentleman

Yours faithfully,

Signature …………………………… in the capacity of ………………………….. duly authorized to sign bids for and on behalf of ………………………………………..

Address …………………………………………………………………………………….

 …………………………………………………………………………………….

Date ………………………………………………..

Witness

1. Signature …………………………………………
2. Name & Address ……………………………………………………
3. Capacity ……………………………………………………..

**APPENDIX TO FINANCIAL PROPOSAL**

|  |  |  |
| --- | --- | --- |
|  | Sub- Clause |  |
| Employer’s Name and address | 1.1 | National Water Supply & Drainage Board, (or its designated and authorised Representative), Galle Road, Ratmalana, Sri Lanka |
| Contractor’s Name and Address | 1.1.2.3 | …………………………………………………… \*…………………………………………………………………………………………………. |
| Name of the EngineerAddress of the Engineer | 1.1.2.41.1.2.4 | The General ManagerNational Water Supply & Drainage Board, Galle Road, Ratmalana. Sri Lanka. |
| Defect Notification Period | 1.1.3.7 | Seven Hundred & Thirty (735) Days |
| Electronic transmission system | 1.3 | Email:……………………………………… |
| Time for Completion of the Works | 8.2 | ……….Months. |
| Time for Access to Site | 2.1 | 14 days after submission of Performance guarantee and all Insurances |
| Amount of Performance Security | 4.2 | Ten (10%) of the Contract Price and in the proportions of currencies which the Contract Price is Payable |
| Period for notifying unforeseeable errors, faults and defects in Employer’s Requirements | 5.1 | Twenty One (21) days from the commencement date |
| Taking over of Works  | 10.2 | The Works contracted will be taken over only after completion, testing and commissioning of the whole of Works as per the Employer’s Requirements.  |
| Percentage for adjustment of Provisional Sums Unless specifically provided in the bid document | 13.4 | ………% |
| Total advance payment | 14.2 | Twenty (20%) of Award Contract Price excluding Provisional Sums and contingencies  |
| Number and timing of installment  | 14.2 | One  |
| Currencies and proportions  | 14.2 | ……………………………………………………….……………………………………………………….\* |
| Start repayment of Advance Payment  | 14.2 (a) | Recovery of Advance Payment will be starting from 1st payment. |
| Repayment amortization of Advance Payment | 14.2 (b) | Twenty (20%) of each payment Certificate.Recovery of Advance Payment will be starting from 1st payment and to be completed before the completion and commissioning in equal installments. |
| Percentage of retention  | 14.3 (c) | Ten (10%) from each Interim Certificate. |
| Limit of Retention Money  | 14.3 (c) | Five (5%) of the Contract Sum.When Retention amount reaches 5% of Contract Price, upon the issue of the Taking-Over Certificate on submission of unconditional, on demand guarantee issued by a commercial bank operating in Sri Lanka approved the Central Bank of Ceylon and acceptable to the Employer. This Guarantee shall be valid until 28 days beyond the Defects notification period. |
| Minimum amount of Interim Payment Certificates  | 14.4 | Two and half (2.5%) of the Contract Sum. |
| Interest for the payment  | 14.6 | Interest rate for delay payment shall be paid at the rate of reverse repo rate declared by the central bank, Sri Lanka on due date of payment.  |
|  |  |  |
| Initials of signatory of Bid  |  | ……………………………………………………\* |
|  |  |  |
|  |  |  |

**\* Should be filled by the Bidder**

**SECTION - VIII (c)**

**SCHEDULE – RELATED TO**

**PRICE PROPOSAL**

**(“C” SCHEDULE)**

#  Pricing Preamble

# 8.1GENERAL

Contractor shall go through the section 6.0 Employer’s Requirements of his contract & all cost shall be included for the item described in Schedule C1 & C4 of price schedules.

All the prices include Labour, Material, providing of necessary Tools and Machinery, Insurance, Overhead and Profits, due Taxes, and all the components not specially mentioned in the following description but necessary to achieve the works as specified in the contract.

Note :-

1. Cost of provision of power supply as per Ceylon Electricity Board requirements to wherever necessary should be included into the cost of the respective item of work.
2. Temporary Road Reinstatement to be done by the Contractor as per the Specification & Cost to be deemed to include to the price schedule.
3. Permanent road reinstatement to be done by the contractor as per the specification given in **Section 6 of Volume 1B.**
4. Cost of all testing such as soil, water quality, concrete, structures after completion, pipe lines pumps & equipment etc., cleaning & disinfection should be included under the relevant item of the price schedule.
5. The Contractor shall include all costs of permanent reinstatement of road ways in the lump sum price for pipe laying in his contract price. Contractor should maintain roads where pipe laying were done up to the motorable conditions at contractors cost until permanent reinstatements are done.
6. The Contractor shall obtain clearance from Planning & Design Section handing over of the Final Design Report and As Built Drawings to the Planning & Design Section for the release of payment on completion of 03 months successful operation after commissioning.

# CONTENTS OF THE PRICES AND PAYMENTS

## Engineering and Supervision

This title includes :

* The delivery of the construction drawings, including reinforcement drawings and steel lists.
* The delivery of the electrical wiring drawings.
* The delivery of the accurate lay out of the pipe, conduct, cable routes and roads.

All these documents shall be delivered 21 Days before the commencement of the relative construction works.

* The Supervision of the works by the Contractor's foremen and engineers.
* The performance of the laboratory tests and analysis.
* The attendance at the site meetings and submission of the minutes and progress report.
* For the Treatment Plant, in addition to the above listed works the relevant prices will include the delivery of the Basic Design documents.

*Payment* :: These items will be paid monthly by applying the progress rate of the relative construction works to 80% of the corresponding lump sums.

## 8.1.1.3 Civil Works

This title concerns :

1. Earthworks, trenches, access, road and drains,
2. piping,
3. structural steel works,
4. foundation of structures,
5. building trade,
6. concrete works,
7. painting and protective coating,
8. sanitary works,
9. landscaping, external lighting, fencing, sheaths, etc.....
10. Any other works which not included above but required to complete the work.

The Contractor shall submit for approval, two months after the coming into force of the Contract, a breakdown of the lump sum of each structure.

*Payment :*80% of the lump sums against monthly progress statement.

# 8.2 Schedule C1 – Price Schedule

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEME**

**CONTRACT No. : ……………………………………**

*(enclose all price schedules in envelope marked, “ Envelope 3 – Financial Proposal”)*

Sheet 1 of …..

|  |  |  |
| --- | --- | --- |
|  | **Description**  | **Component** |
| **Local (SL Rs.)** | **Foreign (USD)** |
|  | For the design supply construction, erection and commissioning of a ………..m3/day capacity Water Supply Scheme which includes intake, treatment plant and associated works on design builtbasis which comprise of following major components. Cost of any item which do not include but required for proper functioning & operation of the water supply scheme deem to be included in the prices of the other items in the Price Schedule. |  |  |
|  | Provision for; |  |  |
|  (a) | Insurance as per **Clause 18 of General Conditions of Contract** |  |  |
| (b) | The facilities for employers staff as per Section 8.4 of Volume II including transport facilities for employee’s staff and provision of communication facilities as per Section 8.4 of Volume II.  |  |  |
| (c) | *Supply of* Spare parts for equipment, pipes etc. for 5 years maintenance period after commissioning as listed in Section 5. |  |  |
| (d) | *Submission of* As built drawings and O&M Manual.  |  |  |
| (e) | Submission of detailed designs for the total system *(except design of distribution system)* including all relevant analysis, reports, technical details/calculations, pilot plant studies of raw water etc. in a design report for the approval of *Engineer as given in theSection 8.2* of *Employer’s Requirement.* |  |  |
| (f) | *Submission of detailed designs for distribution system including all relevant analysis, reports, technical details/calculations for the approval of Engineer as given in the Section 8.2 of Employer’s Requirement.*  |  |  |
| (g) | Topographical Surveying and Soil Investigation. (Provisional Sum) *for (e), & (f).* |  |  |
| (h) | *Any other additional investigations (Provisional Sum)* |  |  |
|  | **Total of page No. 8c – … carried to****Summary in page 8c – …** |  |  |

|  |  |  |
| --- | --- | --- |
|  | **Description**  | **Component** |
| **Local (SL Rs.)** | **Foreign (USD)** |
|  | Allow for Factory Inspection for Testing Materials.  |  |  |
|  | Design, supply & installation of High voltage Equipments including transformers, generators where specified, houses for transformers/generators, switch gears, protections, cables and all necessary accessories to make available power supply to all treatment facilities, pumping stations, ground reservoirs, towers, etc. |  |  |
|  | Construction of Water intake including the control gate across the canal and other necessary structures, screens, etc. and a low lift pump station of capacity 35,000 m3/day. |  |  |
|  | *Supply and laying* of 600 mm dia. PE 100 raw water transmission pipeline from intake to water treatment plant.  |  |  |
|  | *Construction of* Water Treatment plant capacity of 17,500 m3/day including 3000m3 capacity clear water reservoir, chemical house, workshop, laboratory, stores, office facilities, *workshop for domestic meter repairing as specified in* ***clause 8.2.1.2****, etc.* |  |  |
|  | Construction of a high lift pump station closer to the clear water tank at treatment plant site.  |  |  |
|  | Supply & laying of PE 60 clear water transmission pipeline including valves, bridge crossing, culvert crossings, fittings, chambers and other accessories from treatment plant to storage reservoirs, towers as given in **Appendix 6 of Section 8.5***including one (01) fire hydrant outlet for each 4 km length of transmission* |  |  |
|  | **Total of page No. 8c – … carried to****Summary in page 8c – …** |  |  |

|  |  |  |
| --- | --- | --- |
|  | **Description** | **Component** |
| **Local (SL Rs.)** | **Foreign (USD)** |
|  |

|  |  |  |
| --- | --- | --- |
| **Dia.(mm)** | **Length (mm)** | **Rate** |
| **Local (Rs/m)** | **Foreign (US$/m)** |
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|  |  |  |  |
| **Total**  |  |  |  |

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|  |  |  |  |
|  | *Construction of* ground storage tanks with booster pump stations where indicated in suitable locations including one (1) nr. quarters. Refer **Appendix – 5, Section 8.5** for suggested Location Maps. |  |  |
|  | *Construction of* elevated tanks in suitable locations. Refer **Appendix – 5, Section 8.5** for suggested Location Maps. |  |  |
|  | Construction of staff quarters: At intake – 02 nos. of 100 m2 eachAt treatment plant – 06 nosof100 m2eachAt ground reservoir site - ………. Nos. 100 m2 each |  |  |
|  | Construction of OIC office at intake/plant site – 01 no 100 m2 |  |  |
|  | Construction of work shop at ……………………….of 170 m2 |  |  |
|  | Supply & installation of all pumping sets and accessories (including backwash pumps and air blowers), electrical panels, cables & writing lightening protections, surge vessels, ventilation arrangement and all other necessary equipment etc. at various locations as required.  |  |  |
|  | **Total of page No. 8c – … carried to****Summary in page 8c – …** |  |  |

|  |  |  |
| --- | --- | --- |
|  | **Description** | **Component** |
| **Local (SL Rs.)** | **Foreign (USD)** |
|  | Supply & laying of distribution system including bridge crossings, culvert crossings, valves, fittings, chambers and other accessories consisting of PE pipe lines of approx.. length of ………. km *including one (01) fire hydrant outlet for each 4 km length of distribution.* Approximate lengths of pipes are ……………………………………… |  |  |
|  |

|  |  |  |
| --- | --- | --- |
| **Dia.(mm)** | **Length (m)** | **Rate** |
| **Local (Rs/m)** | **Foreign (US$/m)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total**  |  |  |  |

 |  |  |
|  | All site work in the treatment plant including gardening lights, yard piping, *fire hydrant outlets (04 nos.) and 01 fire extinguisher for each building,* pre-mix carpeted, internal roads up to existing main roads, boundary fence, gates, toilet & bath rooms, sewage/waste water pipelines and treatment, over flow and storm water drainage, rain water collection systems, landscaping, security hut and all other requirements.  |  |  |
|  | Site work in all other locations including intake, ground storage tank, pump stations and towers, etc. site work to include gardening lights, yard piping,*fire hydrant outlets (one for each site).* Pre-mix carpeted internal roads up to existing main roads, boundary fence, gates, toilet & bath rooms, sewage/waste water pipelines and treatment, over flow and storm water drainage, rain water collection systems, landscaping, security hut and all other requirements.  |  |  |
|  | Waster water and sludge treatment facility including all accessories, pumping equipment etc. for the water treatment plant.  |  |  |
|  | **Total of page No. 8c – 6 carried to****Summary in page 8c – 8** |  |  |

|  |  |  |
| --- | --- | --- |
|  | **Description** | **Component** |
| **Local (SL Rs.)** | **Foreign (USD)** |
|  | Supply & installation of all chemical mixers and pumps, stirres and dosing pumps, chlorinators and all accessories including booster pumps, chlorine neutralization systems, chlorine cylinder storage and handling arrangement & laboratory equipment *(Table 12B), meter testing machine*, etc. |  |  |
|  | Supply & installation of all lifting equipment including all relevant support gantries, electrical systems, etc. in locations identified in **Appendix 12.**  |  |  |
|  | *Supply of tools (refer Form TEC 12A)* |  |  |
|  | Allow for in-plant and at site training for O&M staff.  |  |  |
|  | 03 months operating and maintenance of the works after commissioning and training of NWSDB staff for operation and maintenance.  |  |  |
|  | *Overseas Training of NWSDB Engineers (Provisional Sum).* |  |  |
|  | Design, installation and commissioning for SCADA system including bulk meters, all necessary equipment and field devices, data transmission arrangement, etc. |  |  |
|  | **Total of page No. 8c – … carried to****Summary in page 8c – …** |  |  |

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEME**

**CONTRACT No. : ……………………………………**

**SUMMARY OF BILL NO. 01**

|  |  |
| --- | --- |
| **Page Number** | **Amount** |
| **Local** **(SL Rs.)** | **Foreign (USD)** |
| Total of page No. 8c-… | …………….. | …………….. |
| Total of page No. 8c-… | …………….. | …………….. |
| Total of page No. 8c-… | …………….. | …………….. |
| Total of page No. 8c-… | …………….. | …………….. |
| Total of page No. 8c-… | …………….. | …………….. |
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|  |  |  |
| **Total Amount** |  |  |

# 8.3 Schedule C2 – Daywork Schedules

**PREAMBLE NOTES ON DAYWORK SHEDULES.**

**General**

 Reference should be made to Clause 13.5 of the Conditions of Contract. Work shall not be executed on daywork basis except by written order of the Engineer. The rates specifies shall apply to any quantities of daywork ordered by the Engineer. Daywork rates are exclusive of VAT.

 The daywork rates for labour, material and Contractor’s Equipment do not include percentages to cover contractor’s overhead and profit. Contractor may add maximum percentage over and above the daywork rate to cover overhead and profit as specified in each section below.

**Labour for daywork**

 Only the time of different classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing the work with the gangs will also be measured but not the time of foreman or other supervisory personnel.

 The daywork rates for labour shall cover all direct costs to the contractor, including the amounts of wages paid to such labour, transporting time, subsistence allowances and any sums paid to or in on behalf of such labour for social benefits in accordance with Sri Lankan Law.

 The overhead and profit component, maximum of 15% of daywork rates to cover the contractor’s profit, overhead, superintendence, liabilities and insurance and allowances to labour, time keeping, clerical and office work, the use of consumable stores, utilities, the cost of using, repairing and maintaining the tools necessary to each class of workman.

**Material for daywork**

 The basic rates for material is based on the invoice price, freight, insurance, handling expenses, damages, losses, wastages etc. and shall provide and delivery to site as directed by the Engineer. The contractor shall be entitled to payment in respect of materials used for daywork at the maximum of 6% of daywork to cover the overhead and profit.

**Contractor’s Equipment for daywork**

 The contractor shall be entitled to payment in respect of Contractor’s Equipment employed on daywork. The rates include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables. Contractor may add a maximum of 10% overhead and profit component to the daywork rates to cover his profit, overhead, superintendence, administrative costs related to use such equipment, liabilities, time keeping and any other allied works.

In calculating the payment due to the Contractor for Contractor’s Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the site where the Contractor’s Equipment was located when ordered by the Engineer to be employed on daywork and the time of return journey there to shall be considered for payment.

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**Day Work Rates for Labour**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Description** | **Unit** | **Basic Rate****(Rs)** |
| 123456789101112131415161718 | GangerLabourerBrick layerPipe layerMasonCarpenter and JoinerSteel Work ErectorPneumatic Tool OperatorFitterPlumberWelderOperator for concrete mixerMechanicDriver for vehicle up to 10 tonOperator for excavator, dragline, shovel or crane Operator for Tractor (tracked) with dozer, blade or ripperBar benderPainter | HourHourHourHourHourHourHourHourHourHourHourHourHourHourHourHourHourHour |  |

**Day Work Rates for Materials**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Description** | **Unit** | **Basic Rate****(Rs)** |
| 12345678 | Cement, ordinary Portland or equivalent in bagsRibbed Tor Steel reinforcing bar up to 16mm diameter to BS 4449 or equivalentDitto 16mm and aboveFine aggregate for concrete as specified in Clause 302 of the General Condition for Civil engineering ConstructionCoarse aggregate for concrete as specified in Clause 302 of the General Condition for Civil engineering ConstructionTimber for shutteringBricks (standard size)Hard woodtimber (Class 1) | KgKgKgCu.m.Cu.m.Sq. m.1000 NosCu.m |  |

**Day Work Rates for Constructional Plant**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Description** | **Unit** | **Basic Rate****(Rs)** |
| 123456789101112131415 | Concrete mixer without weigh batchingGear minimum capacity 7/5Concrete mixer with weigh batchingGear minimum capacity 10/7Poker vibrator 1 ‘’ size dieselMobile crane up to 2 tonnes capacityMobile crane up to 5 tonnes capacityDumper minimum capacity 1 cu.m.Excavator up to 3/8 cu.m. capacityExcavator between 3/8 cu.m. 3/4 cu.m. capacityExcavator between 3/8 cu.m. 3/4 cu.m. capacity with back-actor trench excavating bucket and front shovelLorry up to 10 tonnesLorry or Pick-up truck up to 1.5 tonnesVibrating roller up to 1 tonneRoad roller 6 – 10 tonnesCaterpillar type tractor with Bull or Angle Dozer, Scarifier or Ripper Type D7 or similarScraper up to 4 Cu.m. capacity | HourHourHourHourHourHourHourHourHourHourHourHourHourHourHour |  |

**continued**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Description** | **Unit** | **Basic Rate****(Rs)** |
| 1617181920212223 | Portable air compressor with hoses and pneumatic tools, minimum capacity 2.83 cu.m (100 cu. Ft) per minute and pressure 70 Kg/sq.m. (0.1psi)Portable self priming engine-driven centrifugal diesel pump with suction and delivery hoses 75 l/s minimumDitto, but with delivery and suction hoses, 100 mm minimum and output 75 l/s (1000 gpm)Portable welding set 500A capacity complete with welding accessoriesSpray painting equipmentPortable generating set complete with all accessories, minimum 25 kVA capacityAirless spray painting equipmentTractor and Trailer | HourHourHourHourHourHourHourHour |  |

Tenderer shall supply information in Tables for each position.

**8.4 Schedule C3 – Percentage for Overheads and profits**

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEME**

**CONTRACT No. : ……………………………………**

|  |
| --- |
| Percentage for Overheads and profits for Plant, Materials or services to be purchased by the Contractor (if any) under Provisional Sums, in accordance with Sub-Clause 13.4 of Conditions of Contract(enclose this schedule in envelope marked, “ Envelope 3 – Financial Proposal”)(Required to fill by the bidder, only if Provisional Sum items are included in the Price Schedules by the Employer) |
| **Item Number** **(1)** | **Amount of Provisional Sum***(to be filled by the Employer)***(2)** | **Percentage***(to be filled by the bidder)***(3)** | **Amount of Overhead and Profit***(to be filled by the bidder)***(4) = (2) \* (3)/100** |
| 1.1Performance Security(Bonds and Guaranties ) |  |  |  |
| 1.2 Insurances |  |  |  |
| 1.3 Provision for Day works |  |  |  |
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| Total Overheads and Profits carried to summary |  |

# 8.5 Schedule C4 – Price Schedule Summary

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEME**

**CONTRACT No. : ……………………………………**

|  |
| --- |
|  *(enclose this schedule in envelope marked, “ Envelope 3 – Financial Proposal”)*Sheet … of ….. |
| Summary |
| **Activity No:** | **Activity description** | **Amount** |
| 1 | Preliminaries  |  |
| 2 | Design  |  |
| 3 | Construction |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |
| 9 |  |  |
|  | Any other activity (bidder to include) |  |
| A |  |  |
| B |  |  |
|  | **Sub Total** |  |
|  | Discounts |  |
|  | Add Day Work Schedule |  |
|  | Add overhead and Profits for Provisional Sums |  |
|  | Amount carried to Form of Bid |  |
|  | Add VAT |  |
| Total |  |

**Schedule C5 – Input percentages for Price Adjustment Formula**

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEME**

**CONTRACT No. : ……………………………………**

|  |
| --- |
| *(enclose this schedule in envelope marked, “ Envelope 3 – Financial Proposal”)* |
| **Input Name**(Include major materials below the list, together with percentages for all inputs) | **CIDA Reference for Indices** | **Percentage***(percentages listed should added to 90.0)* |
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|  | **Total** | **90.0** |

##

## VIII (C) iii - SCHEDULE OF PAYMENTS

## 8.7 Schedule of Payments

###### Payment Terms

# Advance Payment : 20% of the total contract sum on submission of Bank

#  Guarantee acceptable to the Employer.

Recovery of advance will be starting from 1st payment after the payment of advance payment and shall be repaid in full when the total certify value of work reaches 90% of initial contract price less provisional sums.

**Progressive Payments**

Progressive payments for Investigation

anddesigns - up to 5%

 (Based on agreed work

 programme)

Progressive payments for Investigation, detailed

designsand drawings and construction works

and completion of work

(Based on the agreed work plan) - up to 85%

Testing&Commissioning - up to 90%

After commissioning (clearance from Planning & Design

Section for the handing over of Final Design Report

and as Built Drawings to Planning & Design

Section is mandatory to release this payment) - up to 95%

Completion of defects liability

period of …….(to be filled according the

project) months aftercommissioning - up to 100%

#### Contractors Payment Schedule

As per the above payment terms bidder has to submit his payment schedule based on his work programme.

**SECTION – X**

 **STANDARD FORMS**

* **FORM OF BID SECURITY**
* **FORM OF LETTER OF ACCEPTANCE**
* **FORM OF CONTRACT AGREEMENT**
* **FORM OF PERFORMANCE GUARANTEE (UNCONDITIONAL)**
* **FORM OF MOBILIZATION ADVANCE PAYMENT**
* **FORM OF RETENTION MONEY GUARANTEE**

FORM OF BID SECURITY

Whereas, ----------------- [n*ame of bidder*] (hereinafter called and referred to as “the Bidder”) has submitted its Bid dated ----------……[*date*] for the Design and Build ………………………………………………Water Supply Scheme (hereinafter called and referred to as “the Bid.”).

KNOW ALL PEOPLE by these presents that WE -----------------------[n*ame of organization*] having our registered office at ----------------------- (hereinafter called and referred to as “the Guarantor” ), are bound unto National Water Supply and Drainage Board(hereinafter called and referred to as “the Employer”) in the sum of Sri Lanka Rupees --------------------------------- for which payment well and truly to be made to the said Employer. The Guarantor binds itself, its successors, and assignees by these presents.

SEALED with the Common Seal of the said Guarantor this ------------day of ------ 200------.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified in the bidding documents; or

2. If the Bidder refuses to accept the correction of errors in its Bid; or

3. If the Bidder, having been notified of the acceptance of its Bid by the Employer, during the period of bid validity, fails or refuses to:

1. execute the Form of Contract Agreement; or
2. furnish the Performance Security, in accordance with the Instruction to Bidders

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including twenty-eight (28) Days after the period of bid validity, and any demand in respect thereof should be received by us no later than the above date.

DATE ------------------ SIGNATURE OF THE GUARANTOR ---------------

WITNESS ---------------------- SEAL

--------------------------------------

(Signature, Name, and Address)

##  FORM OF LETTER OF ACCEPTANCE

*[letter head paper of the Employer]*

 *[date]*

To: *[name of the Contractor]*

 *[address of the Contractor]*

This is to notify you that your Bid dated for Design and Build ………………………………………………..Water Supply Scheme,

**Contract No.: ………………………………………………**

for the Contract price of Rupees

n*[amount in numbers and words]* as corrected in accordance with Instructions to Bidders and/ or modified by a Memorandum of Understanding(if any), is hereby accepted.

The adjudicator shall be / shall be appointed by appointing authority**.**

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

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

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

The deadline for submission of Performance Security is *(fill as per Clause 4.2 of Conditions of Contract).*

Authorized Signature : n

Name and title of Signatory :n

nn

Name of Agency :n

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

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND HOUSING FACILITIES**

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEME**

**CONTRACT No. : ……………………………….**

**FORM OF CONTRACT AGRREMENT**

**This Agreement** made the -------------- *[day*] of ------------------- *[month*] 200 ----- [*year],* between National Water Supply and Drainage Board, Galle Road, Rathmalana(hereinafter called and referred to as “the Employer”), of the one part, and ------------------------------------------------------------------------------- *[name and address of Contractor*] (hereinafter called and referred to as “the Contractor”), of the other part:

**Whereas** the Employer desires that the Contractor Design and Build ……………………………..…………………………… Water Supply Scheme,

**Contract No …………………………………………**

and the Employer has accepted the Bid by the Contractor for the design, execution and completion of such Works and remedying of any defects therein.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract hereinafter referred to.

1. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the design, execute and complete the Works and remedy any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

---------------------------------------------- --------------------------------------------

**Authorised signature of Contractor Authorised signature of Employer**

 SEAL SEAL

In the presence of:,

Witnesses :

1. Name and NIC No. ----------------------------------------------------------

Signature ----------------------------------------

Address -------------------------------------------------------------------------

1. Name and NIC No. ----------------------------------------------------------

Signature ----------------------------------------

Address -------------------------------------------------------------------------

**PERFORMANCE SECURITY**

**(Unconditional)**

……………………………………………………………………………………………………… *[Issuing Agency’s Name and address of Issuing Branch or Office]*

**Beneficiary : ……………………………………………………………………………………**

*[Name and Address of Employer]*

**Date** : ………………………………………………………

**PERFORMANCE SECURITY NO.: ………………………………………**

We have been informed that ……………………………………………………………………..

*[Name of Contractor]* *(hereafter called “the Contractor”)* has entered into Contract No. *………………………………[reference number of the contract]* dated …………………………with you, for the …………………………………………………………………………*[insert “Construction”]* of ……………………………………………………………………………….

*[name of contract and brief description of Works] (hereinafter called “ the Contract”).*

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

At the request of the Contractor, we ……………………………………………………………………

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

This security shall expire, no later than the ………… day of …………. 20……. *[insert date, 28 Days beyond the Defects Notification Period]* and any demand for payment under it must be received by us at this office on or before that date.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

……………........................................................ …….….

[Signature(s)] of the Guarantor Seal

Capacity …………………………..

**FORM OF ADVANCE PAYMENT SECURITY**

**………………………………………………………………………………………………………………………………………………….***[Name and address of Agency, and Address of Issuing Branch or Office]*

Beneficiary : ………………………………………………..………………………………………...

……………………………………………*[Name and Address of Employer]*

Date :……………………………………………

ADVANCE PAYMENT SECURITY No.:………………………….

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ……………………………………………………..……..………………*[amount in figures]* ………………………..……………………..…………………………………….)

*[amount in words]* is to be made against an advance payment security**.**

At the request of the Contractor, we ………………………………………………………

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

This guarantee shall be remain valid and in full effect from the date of the advance payment under the contract until National Water Supply and Drainage Board, receives full repayment of the same amount from the Contractor.

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

……………........................................................ …….….

[Signature(s)] of the Guarantor Seal

Capacity …………………………..

Witness Signature ……………………………………….

 Name & Address ……………………………….

 Capacity …………………………………..

**FORM OF RETENTION MONEY GUARANTEE**

………………………………………………………………………………………….

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

**Beneficiary :** ………………………………………………………………………………..

………………………………………………………………………………

……………………*[Name and Address of Employer :insert relevant Address]*

**Date :** ………………..

**RETENTION MONEY GUARANTEE No.:** ………………………………………

We have been informed that …………………………………………………………….

*[name of Contractor/supplier]* (Hereinafter called “the Contractor”) has entered into Contract No…………………………………………………………………….. *[Reference number of the contract]* dated …………………………… with you, for the execution of …………………………….

……………………………………………………………………….. *[Name of contract and brief description of Works]* (Hereinafter called “the Contract”).

Furthermore, we understand that, according to the Government procurement Guideline and the decision taken by the Board of Directors of the National Water Supply & Drainage Board to release retention money when it reaches 5% of Contract Price, the Employer would release to the sum…………………………………………*[amount in figures] (……………………………………………………………………………………………………………………………*)

*[amount in words]* is to be made against and unconditional on demand guarantee acceptable to the Employer.

At the request of the Contractor, we ……………………………………………………………………

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

This guarantee shall expire, on …………………………………….*[28 Days beyond the Defects Notification Period/ Defects Liability Period].*

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

…………….........................

*[Signature(s)]*

Signature and seal of the guarantor

Witness

Name : ………………………………

Signature………………………………….