

Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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Section 1 - Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's Technical Requirements). The name, identification, and number of contract of the Interational Competitive Bidding (ICB) are provided in the BDS.</p>
	<p>1.2 Throughout this Bidding Document:</p> <p>(a) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.</p>
2. Source of Funds	<p>2.1 The Bidder as the primary borrower shall establish that, there is a firm commitment for total funding for this project against their own balance sheet or from a reputed Funding Agency for financing the Project through a Letter of Intent (LOI) issued by the proposed Lender/Lenders. The amount of funding available for the Project shall be highlighted and submitted. The Funding Agency shall provide a confirmation of amount of funds that could be allocated. Further the financial terms shall be submitted (Indicative Financial Term Sheet) for the Funding Terms as per the Clause 2.2 & 2.3 to establish the terms and conditions of the funding as per the evaluation criteria elaborated under Clause 5 in Section 3.</p>
	<p>2.2 The Department of External Resources will negotiate the terms and conditions of the loan with the lending bank proposed by the Bidder. A tripartite agreement to be signed among the Bank, Contractor and National Water Supply and Drainage Board (NWSDB). The General Treasury will issue a treasury guarantee or the Letter of Comfort to the lending Bank to secure the loan obtained by the Contractor. The NWSDB will be submitted a copy of Loan Agreement with a request to issue the relevant security to the Department of Treasury Operations. The Ministry of Finance will provide necessary budgetary allocation to service and repay the Loan. Ministry of Water Supply on behalf of the Contractor will utilize such provisions for the servicing and the repayment of the Loan made available to the Contractor to finance the relevant water supply project.</p>
	<p>2.3 Employer's Requirements for Funding Terms</p> <p>i) Funds for this Contract shall be obtained by the Contractor as the primary borrower towards the Cost of Construction/ Supply and Laying of pipes/Supply and installation of Mechanical and Electrical equipment as specified in the scope of Work of this Contract. Payments by the Funding Agency will be made only at the request of the National Water Supply & Drainage Board (NWSDB), Sri Lanka in accordance with the Loan Agreement, and will be subjected in all respect to the terms and conditions of the Loan Agreement and payment will be settled through a local bank established in Sri Lanka approved by the Central Bank of Sri Lanka. No party other than the National Water Supply & Drainage Board, Sri Lanka shall derive</p>

any rights from the Loan agreement or have any rights to the Loan proceeds. Loan shall cover the total Contract Price plus up to 10% price variation. If Contractor or Joint Venture partner financing, then they must provide terms and conditions including confirmation of their funds.

- ii) Bidder is expected to submit following details in comprehensive manner with all necessary supporting documents to commit the funding;

If financing is proposed by the Contractor or Joint Venture partner:

- a) Substantial evidence on confirmation of funds including specific terms and conditions by the contractors' bank;
- b) Unconditional commitment letter issued by the Contractor or Joint Venture;
- c) The letter of Intent initially by the Contractor or Joint Venture to cover the project cost;
- d) The Contractor or Joint Venture shall provide an assurance that any additional requirements for funding could be made available for the proper completion of the Project;
- e) If the bridging of funding is needed, the Commitment Letter for the second funding Agency for the supplementary funding including terms and conditions.
- f) The Contractor or Joint Venture shall provide a Term Sheet for the Loan to enable the Employer to evaluate the Loan terms. Minimum grace period for the loan shall be three (03) years

If financing is proposed by a reputed Funding Agency,

- g) Unconditional commitment letter issued by the Funding Agency;
- h) The Letter of Intent initially by the Bank to cover the project cost which is based on the bidders Initial Contract Price;
- i) Bank shall provide an assurance that any additional requirements for funding could be made available for the proper completion of the Project.
- j) The Bank shall provide a Term Sheet for the Loan to enable the Employer to evaluate the Loan terms. Minimum grace period for the loan shall be three (03) years.
- k) If the bridging of funding is needed, the Commitment Letter for the second funding Agency for the supplementary funding including terms and conditions. (Second financial term sheet)

<p>3. Eligible Bidders</p>	<p>3.1 A Bidder may be a natural person, private entity, government-owned entity - or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV).</p> <p>In the case of single entity:</p> <p>(a) Single entity shall have a power of attorney to the legally authorized signatory of the entity.</p> <p>In the case of a JV:</p> <p>(b) A formal Joint Venture agreement shall be in place at the time of awarding of the contract.</p> <p>(c) Representatives of each Partner company in the Joint Venture should give the power of attorney for their nominated partner for the Joint Venture. This shall be in the form of Power of Attorney by each Partner Company of JV.</p> <p>(d) one of the partners shall be authorized to be in charge as the lead partner; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners;</p> <p>(e) the partner in charge (the lead Partner) shall be authorized to receive payments and receive instructions for and on behalf of all partners of the joint venture and the entire execution of the Contract. This authorization shall be evidential by a Power of Attorney signed by legally authorized signatures of all JV Partners.</p> <p>(f) all partners of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms and Conditions relevant statement to this effect shall be included in the Power of Attorney mentioned under (c) above and as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and</p>
	<p>3.2 Bidders shall provide evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request in Bid Data Sheet. (BDS)</p>
<p>4. Eligible Materials, Equipment and Services</p>	<p>4.1 (a) Specified materials, equipment and services to be supplied under the Contract shall have their source origin as specified in Appendices 17 A & 17 B.</p> <p>(b) Other materials, equipment and services to be supplied which are not available in Sri Lanka shall have their source of origin as specified in Section 5.</p>
	<p>4.2 For purposes of Sub-Clause 4.1 above, “services” means the works and all project-related services including investigations and design services.</p> <p>4.3 For purposes of Sub-Clause 4.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or</p>

	<p>manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components;</p>
<p>B. Contents of Bidding Document</p>	
<p>5. Sections of Bidding Document</p>	<p>5.1 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p>
	<p>5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p>
<p>6. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</p>	<p>6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB Clause 6.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB Clause 5.1, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB Clause 7 and ITB Clause 21.2.</p>
	<p>6.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p>
	<p>6.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p>
	<p>6.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	<p>6.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.</p>
	<p>6.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with</p>

	any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB Clause 5.1. Any modification to the Bidding Document 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 Clause 7 and not through the minutes of the pre-bid meeting.
	6.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
7. Amendment of Bidding Document	7.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda. 7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB Clause 5.1.
	7.3 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 Clause 21.2.
Preparation of Bids	
8. Cost of Bidding	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
9. Language of Bid	9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in 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.
10. Content of Bidding Document	10.1 The Bidding document consist of following sections; Section 1: Instructions to Bidders Section 2: Bid Data Sheet (BDS) Section 3: Evaluation and Qualification Criteria Section 4: Bidding Forms Section 5: Eligible Countries Section 6: Employer’s Technical Requirement (Specifications) Section 7: General Conditions of Contract Section 8: Particular Conditions of Contract Section 9: Contract Forms Section 10: Schedule of Daywork & Bill of Quantities Section 11: Schedules Section 12: Appendices

11. Letter of Bid, and Schedules	11.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
12. Alternative Bids	12.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
13. Bid Prices and Discounts	13.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below. Discounts shall be applicable excluding provisional sums.
	13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder 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.
	13.3 The price to be quoted in the Letter of Bid, in accordance with ITB Clause 11.1, shall be the total price of the Bid, excluding any discounts offered.
	13.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB Clause 11.1.
	13.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	13.6 If so indicated in ITB Clause 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction 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. Price reductions or discounts shall be submitted in accordance with ITB Clause 13.4, provided the bids for all contracts are submitted and opened at the same time.
	13.7 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 and the total Bid Price submitted by the Bidder.
	13.8 If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item excluding provisional sums in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. This rate is applicable for all extra works to complete the works in the Contract.

14. Currencies of Bid and Payment	<p>14.1 The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS.</p>
	<p>14.2 A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") and wishing to be paid accordingly, shall indicate the respective currency portions in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).</p>
	<p>14.3 Foreign currency requirements indicated by the bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for</p> <ul style="list-style-type: none"> (a) expatriate staff and labour employed directly on the Works; (b) charges relating to such expatriate staff and labour, and foreign travel expenses; (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works; (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works; (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and (f) Overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works. (g) Inspection and testing on imported materials, plants, etc. at the manufacturer's factory by the Independent Inspection Agency and NWSDB Engineers. (h) All other cost to be incurred in foreign currencies.
	<p>14.4 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB Clause 14.2 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.</p>
	<p>14.5 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price shall not be adjusted by agreement between the Employer and the Contractor in order to reflect any changes foreign currency requirements for the Contract, in accordance with Clause 14.15 of the General Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.</p>

<p>15. Documents Comprising the Bid</p>	<p>15.1 The Bidding Document shall comprise the following:</p> <ol style="list-style-type: none"> 1. Section 4 (Page 4-1) – Duly filled and signed Form of Bid for General Information and Commitment for funding; 2. Section 4 (Page 4-2) – Duly filled and signed Form of Bid for Price and Funding Proposal; 3. Bid Security; 4. Power of Attorney for the signatory to the Bid; 5. Section 2– Bid Data Sheet; 6. Section 4– Dully filled other Bidding Forms; 7. Section 6– Employe’s Technical Requirements(Specification); 8. Section 8– Particular Conditions of Contract; 9. Section 9– Contract Forms; 10. Section 10- Schedule of Daywork and Priced Bill of Quantities; 11. Section 11- Duly filled Schedules; 12. Section 12– Dully filled Appendices. 13. Any other information required to be completed and submitted by bidders as specified in the Bidding Data. 14. Letter of Intent (LOI) issued by the prospective lender for commitment of funding.
	<p>15.2 The The documents stated in Sub-Clause 15.1shall be enclosed in envelops marking “ORIGINAL” and “COPY” as per the Clause 20.</p>
<p>16. Documents Establishing the Qualifications of the Bidder</p>	<p>16.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).</p>
<p>17. Period of Validity of Bids</p>	<p>17.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</p>
	<p>17.2 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 Clause 18, it shall also be extended 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.</p>

18. Bid Security	18.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form which is encashable on demand and in the amount and currency specified in the BDS.
	<p>18.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <p>(a) Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.</p> <p>(b) A Bank guarantee issued by a Bank based in another country but the security or guarantee "confirmed" by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.</p> <p>(c) A Foreign Exim bank which needs to be registered in the framework of Uniform Rules of Demand Guarantee 758.</p> <p>The term "confirmed" in relation to bank guarantee issued by a bank based in another country means that the "confirmed" bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.</p>
	18.3 Bid Security shall be valid up to the date specified in the Bidding Data Sheet.
	18.4 Any bid not accompanied by an enforceable and compliant Bid Security, if one is required in accordance with ITB Clause 18.1, shall be rejected by the Employer as non-responsive.
	18.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to Clause 15 in Section 3.
	18.6 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.
	<p>18.7 The bid security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bids, except as provided in ITB Clause 17.2 or</p> <p>(b) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with Clause 14 in Section 3;</p> <p>(ii) furnish a performance security in accordance with Clause 15 in Section 3;</p> <p>(iii) accept the correction of its Bid Price pursuant to Clause 6.2 in Section 3 or</p>

	18.8 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB Clause 3.1.
19. Format and Signing of Bid	19.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 10 and clearly mark it “ORIGINAL”. Alternative bids, if permitted in accordance with ITB Clause 12, 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 them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
	19.2 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, except for un-amended printed literature, shall be signed or initialed by the person signing the Bid.
	19.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
	19.4 If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item excluding provisional sums in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. Contractor shall adjust all BOQ Rates deducting the discounted amount and shall endorse with the Contractor’s Signature. This rate is applicable for all extra works to complete the works in the Contract.
Submission and Opening of Bids	
20. Sealing and Marking of Bids	20.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows: <p>(a) The first envelope shall be clearly marked “ENVELOPE 1 – GENERAL INFORMATION and COMMITMENT FOR FUNDING” and shall include separately sealed inner envelopes of the “ORIGINAL” and “COPY” of the GENERAL INFORMATION separately;</p> <p>(b) The second envelope shall be clearly marked “ENVELOPE 2 – PRICE and FUNDING PROPOSAL” and shall include separately sealed inner envelopes of the “ORIGINAL” and “COPY” of the PRICE and FUNDING PROPOSAL with a One soft copy in a CD and warning “DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BID OPENING COMMITTEE”.</p>

20.2 (a) The bidder shall include the following originals to the inner envelop marked “ORIGINAL” and it’s copy to the inner envelop marked “COPY” to the “ENVELOPE 1 – GENERAL INFORMATION and COMMITMENT FOR FUNDING”;

GENERAL INFORMATION and COMMITMENT FOR FUNDING:

1. Section 4 (Page 4-1) – Duly filled and signed Form of Bid for General Qualification & Commitment for funding;
2. Bid Security;
3. Power of Attorney for the signatory to the Bid;
4. Section 2– Bid Data Sheet;
5. Section 4– Dully filled other Bidding Forms;
6. Section 6– Employer’s Technical Requirements (Specifications);
7. Section 8– Particular Conditions of Contract;
8. Section 9– Contract Forms;
9. Section 10- Schedule of Daywork;
10. Section 11- Duly filled Schedules;
11. Section 12– Duly filled Appendices;
12. Any other information required to be completed and submitted by bidders as specified in the Bidding Data;
13. Letter of Intent (LOI) issued by the prospective lender for commitment of funding & Funding Commitment proposed by the Lender/Lenders;

(b) The bidder shall include the following originals to the inner envelop marked “ORIGINAL” and it’s copy to the inner envelop marked “COPY” to the “ENVELOPE 2 – PRICE and FUNDING PROPOSAL”;

PRICE PROPOSAL:

1. Section 4 (Page 4-2) – Duly filled and signed Form of Bid for Price and Funding Proposal;
2. Section 10- Priced Bill of Quantities;

FUNDING PROPOSAL:

1. Funding Term Sheet/s;

(c) The envelops specified in Clause 20.2(a) and (b) shall be sealed in an outer envelope. The inner and outer envelops shall:

be addressed to the Employer’s address for Bid submission:

Chairman, Standing Cabinet Appointed Negotiation Committee,
Procurement Division,
Ministry of,
No. 35, “Lakdiya Madura”, New Parliament Road,
Pelawatta, Battaramulla,
Sri Lanka.

	<p>bare the name and identification number and the name of the contract as: Contract name: Contract no.:</p> <p>provide a warning not to open before the time and date for bid opening, as specified in Clause 24.</p>
	<p>20.3 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.</p>
<p>21. Deadline for Submission of Bids</p>	<p>21.1 Bids must be received by the Employer at the address and no later than the date and time indicated 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.</p>
	<p>21.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>22. Late Bids</p>	<p>22.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 21. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p>23. Withdrawal, Substitution, and Modification of Bids</p>	<p>23.1 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 Clause 19.2, (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:</p> <p>(a) prepared and submitted in accordance with ITB Clause 19 and ITB Clause 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and</p> <p>(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 21.</p>
	<p>23.2 Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders.</p>
	<p>23.3 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.</p>

<p>24. Bid Opening</p>	<p>24.1 The Employer will open the envelope marked, ‘ENVELOPE 1 – GENERAL INFORMATION and COMMITMENT FOR FUNDING’, including withdrawals and modifications made to envelope marked ‘ENVELOPE 1 – GENERAL INFORMATION and COMMITMENT FOR FUNDING’ pursuant to Clause 23, in the presence of Bidders’ designated representatives who choose to attend, at the venue, time and date stipulated hereunder. The Bidders’ representatives who are present shall confirm their attendance by signing the attendance sheet. The Venue, time and date of Bid opening shall as specified in BDS.</p>
	<p>24.2 Envelops marked “withdrawal” shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 23 shall not be opened.</p>
	<p>24.3 The Bidders’ names, presence (or absence) of Modification to Bid and withdrawals, the presence (or absence) of Bid security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked “Modification to Envelope 1 – GENERAL INFORMATION and COMMITMENT FOR FUNDING” shall be opened and the submissions therein read out in appropriate detail including the Appendix-20 in Section 12 of the Bid. No Bid shall be rejected at Bid opening except for late Bids pursuant to ITB Clause 22.</p>
	<p>24.4 The envelopes marked ‘Envelope 2 – PRICE and FUNDING PROPOSAL’ will be opened after the completing the evaluation of envelope marked ‘Envelope 1 – GENERAL INFORMATION and COMMITMENT FOR FUNDING’, in the manner described in Sub-Clause 9 & 10 in Section 3.</p>