

### **3. EVALUATION AND QUALIFICATION CRITERIA**

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<b>A. Evaluation and Qualification Criteria</b>	
<b>1. Confidentiality</b>	<p>1.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>1.2 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.</p> <p>1.3 Notwithstanding Clause 1.2 here in , from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>
<b>2. Clarification of Bids</b>	<p>2.1 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. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the 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 Clause 6 here in.</p> <p>2.2 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.</p>
<b>3. Deviations, Reservations, and Omissions</b>	<p>3.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) “Deviation” is a departure from the requirements specified in the Bidding Document;</p> <p>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
<b>4. Determination of Responsiveness</b>	<p>4.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB Clause 10.</p> <p>4.2 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,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of</p>

	<p>the Works specified in the Contract; or</p> <ul style="list-style-type: none"> <li>(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</li> <li>(iii) Which affects in an adverse manner the scope, quality, delivery period or performance of the materials/works and the firmness of the quoted price Bidder requires price fluctuation whereas bidding document specifies otherwise,.</li> <li>(iv) Which limits in any substantial way, inconsistent with the Bidding document, the Board’s right or the Bidder’s obligations under the contract; or Deviation from bid documents which affects the bid price but cannot be given monetary value;</li> <li>(v) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. Departure from technical specifications of critical nature which affects quality, function &amp; durability;</li> <li>(vi) Absence of documents intended to substantiate the legitimacy of the bid (i.e that the Bid is not a ‘speculative’, ‘exploratory’ or ‘wait and see’ Bid) or proof of reliability of the equipment offered;</li> <li>(vii) Which limits in any substantial way the scope, quality or performance of the Goods;</li> <li>(viii) Bidder proposes to subcontract of the work against the conditions provided;</li> <li>(ix) Conditional bids, that is, subject to prior sale, availability of components in the market;</li> <li>(x) Un acceptable technical features</li> <li>(xi) Bids which are not responsive to critical, technical or commercial requirements in the bidding document.</li> </ul> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p>
	<p>4.3 a) If a Bid does not meet any one of the requirements stated in Clause 4.2(a)&amp;(b) here in and it will be considered substantially non responsive.</p> <p>b) If the Employer will determine that the bidder does not provide the proofing documents for the minimum qualification of technical and financial capacity (mentioned in Appendix 2A, 2B, 2D, 3A, 3B, 3C, 3D 3E &amp; 3F given under Section 12), the Bid is considered as non-responsive and it will be rejected.</p>
	<p>4.4 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.</p>

<b>5. Nonconformities, Errors, and Omissions</b>	<p>5.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission.</p>
	<p>5.2 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.</p>
	<p>5.3 Provided that a bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3.</p>
<b>6. Correction of Arithmetical Errors</b>	<p>6.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li> <li>(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</li> <li>(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.</li> </ul>
	<p>6.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.</p>
<b>7. Conversion to Single Currency</b>	<p>7.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.</p>
<b>8. Margin of Preference</b>	<p>This Clause is not applicable.</p>

**9. Evaluation of Bids**

9.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 4 here in.

The ‘Envelop 1 – General Information and COMMITMENT FOR FUNDING’  
The Employer will evaluate the responsive bidder’s qualifications and the acceptability of submitted details of the Funding Terms as per the criteria given under this Sub-Clause;

No	Description	Requirement	If Yes; Pass	If No; Fail
01	Average annual volume of Construction work submitted with the proofing documents as per Clause 3.2b in BDS.	LKR.....		
02	Similar work experience for the proposed work submitted with the proofing documents as per Clause 3.2c in BDS.	Acceptable		
03	Experience in key activities submitted with the proofing documents as per Clause 3.2c in BDS.	Acceptable		
04	Liquid Assets and/or Credit Facilities submitted with the proofing documents as per Clause 3.2f in BDS.	LKR .....		
05	Pending Litigation as per Clause 3.2f in BDS.	Acceptable		
06	Performance in NWSDB ongoing Contracts submitted with the ongoing performance recommendation letters as per relevant sheets in Appendix-3.	Satisfactory		
07	Past and Ongoing DAB record with NWSDB as per Appnendix-3F.	Submitted		
08	Details of Construction Management & Key Technical Staff.	Acceptable		
09	Time schedule for Key staff	Submitted		
10	Major items for Construction Equipment proposed as per Appendix 5A & 5B.	Acceptable		
11	Proposed Work Program as per Appendix-6.	Acceptable		
12	List of manufactures details for goods to supply under the contract as per Appendix-8.	Submitted		
13	Duly filled Schedule of Particulars	Submitted		
14	Quality Management System Certificates (ISO 9001:2015) for the factories of Manufactures proposed to supply goods under the Contract.	Acceptable		

No	Description	Requirement	If Yes; Pass	If No; Fail
15	Valid Product Conformity Certificate BS/BSEN for the materials/pipes, fittings, specials, accessories, M&E equipment's, manhole covers and valves supplied under the Contract.	Acceptable		
16	Certificate for the confirmation from WRAS(UK) or NSF International laboratories for the suitability for the drinking water purposes for HDPE Pipes & fittings.	Acceptable		
17	Documentary evidence the materials/pipes, fittings, specials, accessories, M&E equipment's, manhole covers and valves services supplied his manufacturers and end user certificates to developed countries with the Bid as per the Appendix 17A & 17 B	Acceptable		
18	Functional Guarantee for DI/HDPE pipes, fittings, specials, rubber rings and Accessories as per Appendix-9.	Acceptable		
19	Manufacturer's authorization to sign the Contract and confirmation of capability of production of materials/pipes, fittings, specials, accessories, M&E equipment's, manhole covers and valves supply of goods according to delivery schedule as per Appendix-10.	Acceptable		
20	Manufacturer's warranty for the goods supplied under the Contract (Appendix-12).	Acceptable		
21	Local accredited agent's confirmation of supply of goods according to work programme as per Appendix-14.	Acceptable		
22	Details of Local accredited agent (Appendix-16)	Submitted		
23	Requested details of funding terms stated in Clause 2.2(ii) in ITB	Submitted		
24	Proposed Disbursement Plan as per in Appendix -20	Submitted		

**Note :-**

Life Cycle Cost of Pumps & Motors will be calculated considering the following parameters.

- i. Economic life of Pumping unit – 15 Years
- ii. Discounting Rate – 8%
- iii. Power Cost – Rs. 11.37/ kWh
- iv. Monthly charge for Maximum Demand – Rs. 1100 / kVA
- v. Annual Operation – 8000 hrs

	<p>For the qualification stated in the above table, the Employer may call for clarification if required except for the documents stated in Clause 4.3(b) here in.</p> <p>All requirements stipulated in the above table shall be “pass”. Those who do not fulfill the above requirement will be “fail” and will not be considered for further evaluation stated in Clause 10 here in.</p> <p>The ‘Envelop 2 – PRICE and FUNDING PROPOSAL’ shall has no access until the Envelop 1 is concluded.</p>
	<p>9.2 i) The Employer will only evaluate the envelope marked ‘Envelope 2 – PRICE and FUNDING PROPOSAL’, for the eligible bidders from the criteria stated in Clause 9.1 here in and will determine the Evaluated Bid Price by adjusting the Price Proposal as follows:</p> <ol style="list-style-type: none"><li>(a) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);</li><li>(b) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Day-work items, where priced competitively;</li><li>(c) price adjustment for correction of arithmetic errors in accordance with Clause 6.1 here in ;</li><li>(d) price adjustment due to discounts offered in accordance with ITB Clause 13.4;</li><li>(e) converting the amount resulting from applying (b) to (d) above, if relevant, to a single currency in accordance with Clause 7 here in;</li><li>(f) adjustment for nonconformities in accordance with Clause 5.3 here in;</li></ol> <p>ii) The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents shall not be taken into account in Bid evaluation.</p>



	<p>iii)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 taken into account in Bid evaluation.</p> <p>iv)If the bid, which results in the lowest evaluated Price Proposal, is seriously unbalanced or found loaded in relation to the Engineer’s estimate of the items of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.</p>															
<p><b>10.Comparison of Bids</b></p>	<p>10.1 The Employer will rank the bidders according to the NPV values considering both Evaluated PRICE PROPOSAL and FUNDING PROPOSAL.</p> <table border="1" data-bbox="619 801 1157 1070"> <thead> <tr> <th>Rank</th> <th>Bidder</th> <th>Price Rank</th> </tr> </thead> <tbody> <tr> <td>Rank 1</td> <td>.....</td> <td>Lowest NPV</td> </tr> <tr> <td>Rank 2</td> <td>.....</td> <td>2<sup>nd</sup> Lowest NPV</td> </tr> <tr> <td>Rank 3</td> <td>.....</td> <td>3<sup>rd</sup> Lowest NPV</td> </tr> <tr> <td>....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Interest margin per year added to the average weighted lending rate of the country. Ex: for LKR, AWPLR and for USD, LIBOR etc.</li> </ul>	Rank	Bidder	Price Rank	Rank 1	.....	Lowest NPV	Rank 2	.....	2 <sup>nd</sup> Lowest NPV	Rank 3	.....	3 <sup>rd</sup> Lowest NPV	....	.....	.....
Rank	Bidder	Price Rank														
Rank 1	.....	Lowest NPV														
Rank 2	.....	2 <sup>nd</sup> Lowest NPV														
Rank 3	.....	3 <sup>rd</sup> Lowest NPV														
....	.....	.....														
	<p>10.2 Based on the ranking the bidders as per the Clause 10 here in , it may forward for the negotiations of Financial Terms if required.</p>															
	<p>10.3 After finalizing the Financial Terms for the Evaluated Bid Price, the Employer may taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security set forth in Clause 15 here in be increased at the expense of the bidder to a level sufficient to protect the employer against financial loss in the event of default of the successful bidder under the Contract.</p>															
<p><b>B. Award of Contract</b></p>																
<p><b>11. Award Criteria</b></p>	<p>11.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>															

	<p>11.2 Even though the bidders meet the eligibility and qualification criteria specified they are subjected to disqualify if they have:</p> <p>a) made misleading or false representation in the forms, statement and attachments submitted in proof of eligibility and qualification requirements; or</p> <p>b) record of poor performance in previous contracts, such as abandoning the works, inordinate delays resulted in payment of liquidated damages up to the maximum limit specified in the contract.</p> <p>c) To ensure that the bids made not unrealistic, following criteria will be adopted;</p> <p>(i) If the Bid value is 11% to 19% less than the Engineer’s estimate, the performance bond should be increased by 5% of the Initial Contract Price.</p> <p>(ii) If the Bid value is 20% to 29% less than the Engineer’s estimate, the performance bond should be increased by 10% of the Initial Contract Price.</p> <p>(iii) If the Bid value is 30% or higher percentage less than the Engineer’s estimate, the bid will be rejected.</p>
<p><b>12. Employer’s Right to Accept any Bid, and Reject any or All Bids</b></p>	<p>12.1 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.</p>
<p><b>13. Notification of Award</b></p>	<p>13.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract.</p> <p>13.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.</p>
<p><b>14. Signing of Contract</b></p>	<p>14.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.</p>

	14.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
<b>15. Performance Security</b>	15.1 Within twenty-eight (28) days after receiving the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security as per the Clause 4.2 of General Conditions of Contract, subject to Clause 10.3 here in to the sum specified in BDS, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.
	15.2 The Performance Security shall be issued by an agency stipulated in the BDS.
	15.3 Failure of the successful Bidder to submit the above-mentioned Performance Security and 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.
	15.4 The above provision shall also apply to the furnishing of a domestic preference security if so required.
<b>16. Appeals Against Contract Awards Recommended by CAPC</b>	<p>16.1 The unsuccessful bidders if they so wish, within one week, 07 working days of such notice may make representation to the Chairmen at the address given below by registered post or handed over to the office of PAB. Such representation shall be self-contained to enable the Secretary to arrive at a conclusion and a cash deposit to amount given below shall be made. The Employer may request the bidder who had made representation to submit further evidence during the investigation of such representation. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer has changed the original Contract award decision in favor of the bidder who has made such representation.</p> <p>Address: The Chairman, Procurement Appeal Board, Presidential Secretariat, Colombo 01.</p> <p>Cash Deposit: Rs. 100,000/= (Non- refundable fee)</p>

