DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA



Ministry of Transport, Highways, Ports & Civil Aviation



SRI LANKA RAILWAYS RAILWAY EFFICIENCY IMROVEMENT PROJECT

FUNDED BY

ASIAN DEVELOPMENT BANK ADB LOAN NO. 3806SRI



BIDDING DOCUMENT for

Procurement of

Passenger Facilities for EWCD (Elderly people, Women, Children & Differently abled) in Kandy Railway Station



CONTRACT PACKAGE: REIP/ADB/NCB/W/06-2

AUGUST 2025

STANDARD BIDDING DOCUMENT

Procurement of Works

- Single-Stage: One-Envelope -

Asian Development Bank December 2016

Procurement of Works

BIDDING DOCUMENT for Procurement

of

Passenger Facilities for EWCD (Elderly people, Women, Children & Differently abled) in Kandy Railway Station

Issued on: 01 August 2025

Invitation for Bids No.: REIP/ADB/NCB/W/06-2

ICB/NCB No.: REIP/ADB/NCB/W/06-2

Employer: Ministry of Transport, Highways, Ports & Civil Aviation

Country: Sri Lanka

Preface

This Bidding Document for the Procurement of Works has been prepared by the Ministry of Transport, Highways, Ports & Civil Aviation and is based on the Standard Bidding Document for the Procurement of Works–Small Contracts (*SBD Works-Small*) issued by the Asian Development Bank dated December 2016.

ADB's *SBD Works-Small* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works–Small Contracts", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

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Section 1 - Instructions to Bidders

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Section 1 - Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
- 1.2 Throughout this Bidding Document,
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

3. Fraud and Corruption

- 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
- (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract:
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one that either has been (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's prequalification application or the bid; or (ii) appointed by the Employer.

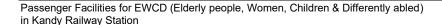
(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers, and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

1-5

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprises subject to ITB 4.5 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. In the case of a Joint Venture:
 - (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
 - (a) they have controlling partners in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them: or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in



- terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
- (f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract.
- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Borrower.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 5. Eligible Materials, Equipment, and Services
- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or 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 differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4 - Bidding Forms (BDF)
Section 5 - Eligible Countries (ELC)

PART II Requirements

Section 6 – Employer's Requirements (ERQ)

PART III Conditions of Contract and Contract Forms

Section 7 - General Conditions of Contract (GCC)

Section 8 - Particular Conditions of Contract (PCC)

Section 9 - Contract Forms (COF)

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 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 IFB.
- 6.4 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.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting
- 7.1 A prospective Bidder requiring any clarification on 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 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, 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 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the

Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 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.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. 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 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 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 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

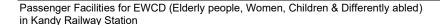
- 9. Cost of Bidding
- P.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
 - (a) Letter of Bid;
 - (b) completed Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19:
 - (d) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
 - (g) Technical Proposal in accordance with ITB 16;
 - (h) Any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

12. Letter of Bid and Schedules

- 12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. 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 and as required in the BDS.
- 13. Alternative Bids
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).



14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Table(s) of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings.
- 14.6 If so indicated in ITB 1.1, bids are 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 14.4, provided the Bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents
 Comprising the
 Technical
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient

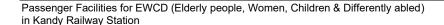
Proposal

detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

- 17. Documents
 Establishing the
 Qualifications of
 the Bidder
- 17.1 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).
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.
- 18. Period of Validity of Bids
- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 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.
- 19. Bid Security/Bid-Securing Declaration
- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:
 - (a) an unconditional bank guarantee,
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check,

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the



Employer as nonresponsive.

- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.
- 19.6 If a bid security is specified pursuant to ITB 19.1, 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.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2; or
 - (b) if the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 40;
 - (ii) furnish a performance security in accordance with ITB 41;
 - (iii) accept arithmetical corrections in accordance with ITB 31; or
 - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 41.
- 19.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
- 20. Format and Signing of Bid
- 20.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing, and marking are as follows:
 - (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE," and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 21.2 The inner and outer envelopes shall
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer as provided in BDS 22.1;
 - (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

- 22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be
 - (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
 - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1 The Employer shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Bid and Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid

shall be rejected at bid opening except for late Bids, in accordance with ITB 23.1.

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and postqualification 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.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. 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 ITB 31.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of Bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or

documentation required in the Bidding Document.

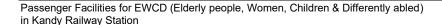
29. Determination of Responsiveness

- 29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
 - (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section 3 (Evaluation and Qualification Criteria).
- 31. Correction of Arithmetical Errors
- 31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
 - (a) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is

- an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.
- (d) 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), (b) and (c) above.
- 31.2 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 or its Bid-Securing Declaration executed.
- 32. Conversion to Single Currency
- 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 33. Margin of Preference
- 33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 34. Evaluation of Bids
- 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Employer shall consider the following:
 - (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4:
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) adjustment for nonconformities in accordance with ITB 30.3; and
 - (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the



- contract combinations, including any discounts offered in the Letter of Bid. is specified in Section 3 (Evaluation and Qualification Criteria).
- 34.5 If the Bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 35. Comparison of Bids
- 35.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 34.2.
- 36. Qualification of the Bidder
- 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids
- 37.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria
- 38.1 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.
- 39. Notification of Award
- 39.1 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.
- 39.2 At the same time, the Employer shall also notify all other Bidders of the

results of the bidding. The Employer will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the 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 to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

- 39.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40. Signing of Contract
- 40.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 40.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 41. Performance Security
- 41.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. 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.
- 41.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

Section 2 - Bid Data Sheet 2-1

Section 2 - Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: REIP/ADB/NCB/W/06-2
ITB 1.1	The Employer is: Ministry of Transport, Highways, Ports and Civil Aviation
ITB 1.1	The name of the bidding process is: Passenger Facilities for EWCD (Elderly people, Women, Children & Differently abled) in Kandy Railway Station
	The identification number of the bidding process is: REIP/ADB/NCB/W/06-2
	The number and identification of lots comprising this bidding process is: None
ITB 2.1	The Borrower is: Democratic Socialist Republic of Sri Lanka
ITB 2.1	The name of the Project is: Railway Efficiency Improvement Project

B. Contents of Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is:
	Attention: Project Director, Colombo Suburban Railway Project, No. 217, Cotta Road, Colombo 08. ZIP Code: 00800 Sri Lanka.
	Telephone: 011-2056240-41 Fax: 011-2674954 E-mail: pdcsrplk@gmail.com
	Note - Request for clarification should be received by the Employer no later than 10 days prior to the closing date of the bid. Employer will not be bound to answer the clarification inquiries received after the said period.
ITB 7.4	A Pre-Bid meeting will take place.
	Date: 11.08.2025
	Time: 10.00 a.m.
	Place: Colombo Suburban Railway Project, No. 217, Cotta Road, Colombo 08.
	A site visit conducted by the Employer will be organized.

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C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for admeasurement contracts and Activity Schedule for lump sum contracts:
	The unit rate calculations for each applicable item in the Bill of Quantities in Section 4.
ITB 11.1 (h)	The Bidder shall submit with its Bid the following additional documents:
	Proposals for subcontracting elements of the works if the total of such subcontracting is more than 10 percent of the Bid price.
	2. A duly notarized affidavit certifying the accuracy of the information on current contract commitments given in form Fin 4.
	3. If Bidder is a Joint Venture, a copy of JV agreement or Letter of Intent to execute a JV Agreement in the event of a successful bid shall be signed by all partners together with the proposed agreement or the Memorandum of Understanding and if the bidder is limited Liability Company, a copy of Certificate of Incorporation and if the bidder is partnership, partnership agreement and business registration, if the bidder is proprietorship, a certificate of business registration.
	4. Authority to seek references from the bidder's bankers. In the case of a JV, such authority from all the JV partners.
	5. Any person acts as an agent, representative or nominee for or on behalf of any bidder shall register himself with the Registrar of Companies if the bid price exceeds LKR 5 million in accordance with the Public Contracts Act No. 3 of 1987 and subsequent gazette notification. Such certificate issued to the local agent/ representative by the registrar of companies to be submitted.
	a. "Any person who acts as an agent or sub agent, representative or nominee for or on behalf of any bidder shall register himself before submission of bids with Registrar of Public Contracts Sri Lanka, as required by the Public Contract Act No. 03 of 1987. The Original Certificate of registration shall be submitted with the bid."
	b. The successful bidder shall be required to register upon the award of the contract with the Registrar of Public Contracts Sri Lanka, as required by the Public Contract Act No 03 of 1987.
	c. "The successful bidder shall provide the relevant particulars required by the Public Contracts Act No. 03 of 1987 to the Registrar of Public Contracts upon the award of the Contract."
	6. VAT Registration Certificate. Bidders already registered for VAT should submit this with their Bid while successful foreign bidders are allowed to complete the requirement before award of the Contract.
	7. Valid Construction Development Authority (CIDA) registration certificate C6 or above.
ITB 12.1	The units and rates in figures entered into the Activity Schedule should be typewritten or if written by hand, must be in print form. Activity Schedule not

Section 2 - Bid Data Sheet 2-3

	presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: None
ITB 14.5	The prices quoted by the Bidder shall not be subjected to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: Sri Lankan Rupees (LKR)
ITB 16.1	Technical Proposal shall also include a Health and Safety COVID-19 Plan, in accordance with the relevant government regulations and guidelines on COVID-19 prevention and control shall comply with all applicable national, provincial and local Laws and regulations in Sri Lanka - quarantine and prevention of diseases ordinance (chapter 222) Extraordinary Gazette no.:2197/25, Date :2020-10-15 published by Ministry of Health
ITB 18.1	The bid validity period shall be 90 (Ninety) days.
ITB 19.1	The Bid Security Declaration is not required.
	The Bidder shall furnish a bid security in the amount of LKR 365,000.00 or an equivalent amount in freely convertible foreign currency.
	For the purpose of conversion of the required bid security amount to a freely convertible currency, the selling exchange rate published by the Central Bank of Sri Lanka on the date 28 days prior to the deadline for bid submission shall be applied.
	Bid security obtained from a bank in Sri Lanka shall be in the form of a certified check, a letter of credit or a bank guarantee, issued from a reputable bank licensed by the Central Bank of Sri Lanka.
	If the bid security is obtained from a bank based in another country, it shall be issued by a reputable bank from an eligible country.
	If the Guarantee is in a form of irrevocable Letter of Credit or Cashier's or certified cheque or a bank guarantee obtained from a Bank in another country, it shall be encashable in Sri Lanka. The issuing Bank should have a correspondent bank in Sri Lanka.
	Bid Security shall be valid from 22.08.2025 to 20.12.2025
	(Bid security shall be valid for 28 days beyond the original validity period of the bid)
ITB 19.2	The ineligibility period will not be applicable
ITB 19.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a

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ITB 20.1	Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid. In addition to the original Bid, the number of copies is: One hard copy and one
115 20.1	soft copy with flash drive or USB drive.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:
	i. Bids submitted by a limited liability company or a corporation: It shall be signed by a duly authorized person(s) holding a Power of Attorney notarized by Attorney-at-law or shall include an authorization by the Company's or Corporation's Board of Directors by a Board resolution and certified by the Company Secretary authorizing for such person(s) to sign the documents.
	ii. Bids submitted by an individual or the Partnership: The person signing on behalf of the bidder shall be duly authorized person holding a Power of Attorney notarized by Attorney-at-law or in respect of a partnership shall include a copy of the partnership agreement to demonstrate relationship of the signing partner to the partnership.
	iii. Bids submitted by existing or intended Joint Venture (JV) shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
ITB 20.2	The Bidder shall submit an acceptable authorization within fourteen (14) days.

D. Submission and Opening of Bids

ITB 21.1	Bidders shall not have the option of submitting their Bids electronically.
ITB 21.1 (b)	If bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be: Not applicable
ITB 22.1	For <u>bid submission purposes</u> only, the Employer's address is:
	Attention: Chairman Project Procurement Committee, Colombo Suburban Railway Project 217, Cotta Road Colombo 8
	The deadline for bid submission is:
	Date: 22.08.2025
	Time: 02.00 p.m.

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ITB 25.1	The bid opening shall take place at:
	Colombo Suburban Railway Project
	217, Cotta Road
	Colombo 8
	Date: 22.08.2025
	Time: 02.00 p.m.
ITB 25.1	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not applicable
ITB 25.3	The Letter of Bid and Schedules shall be initialed by all representatives of the Employer attending the Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.1	Not applicable.
ITB 33.1	A margin of preference shall not apply.

Section 3 - Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 34.2 (a)–(e), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to successfully implement the contract considering its proposed site organization, method statement, mobilization, and construction schedule (to be described by the Bidder in sufficient detail to demonstrate the adequacy of its work methods, scheduling, and material sourcing) including the extent to which they are presented in a consistent manner and comply with requirements stipulated in Section 6 (Employer's Requirements) without material deviation, reservation, or omission.

Noncompliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: Not Applicable

1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

Not Applicable

1.4 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 34.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

1.5 Margin of Preference (Applicable for ICB only)

If a margin of preference shall apply under ITB 33.1, the procedure will be as follows as:

Not Applicable

1.6 Multiple Contracts

Not applicable

1.7 Other Criteria

The Employer will take into account the quality of the Health and Safety COVID -19 Plan ('the Plan') attached to the Technical Proposal in its evaluation of the Adequacy of the Technical Proposal.

The bidder should demonstrate in the Plan the health and safety measures they will put in place on site in relation to COVID-19 prevention and controls, including but not limited to, PPE requirements, site set up, training, induction and mobilization of new personnel, equipment and plants cleaning and other hazard management measures while undertaking site work activities, site visitors health and safety protocols, as well as the approach to the monitoring and reporting of the Plan. The Plan should be fit for purpose for the particular construction works of this contract and be aligned with any relevant government regulations and guidelines on COVID-19 prevention and controls, as well as workplace safety requirements.

2. Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

ITB Subclause 4.7.

Criteria		Compliance F	Requirements		Documents
Requirement	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	Submission Requirements
2.1.1 Nationality					
Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI – 1; ELI – 2 with attachments
2.1.2 Conflict of Interest					
No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
2.1.3 ADB Eligibility					
Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
2.1.4 Government-Owned Ente	rprise				
Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1, ELI - 2 with attachments
2.1.5 United Nations Eligibility					
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid

2.2 Pending Litigation and Arbitration

Pending litigation and arbitration criteria shall apply.

2.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
		Joint Venture			Outoriorio
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	ao partifici to	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
		Joint Venture			Cubmicaian
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

2.3.2 Average Annual Construction Turnover

Criteria		Compliance F	Documents		
	Single Entity	Joint Venture			
Requirement		All Partners Combined	Each Partner	One Partner	Submission Requirements
Minimum average annual construction turnover of LKR Thirty Six (36) million, calculated as total certified payments received for contracts in progress or completed, within the last five (5) years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

2.3.3 Financial Resources

Criteria	С	Documents			
	Single	J	Submission		
Requirement	Entity	All Partners Combined	Each Partner	One Partner	Requirements
For Single Entities:	must meet requirement	not applicable	not applicable	not applicable	Form FIN – 3 and Form FIN – 4
The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of LKR 20 million					
For Joint Ventures:	not applicable	not applicable	not applicable	must meet requirement	Form FIN – 3 and Form FIN – 4
(1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of LKR 8 million from the total requirement for the Subject Contract. AND (2) Each partner must demonstrate that its financial resources defined in FIN - 3 less its financial	not applicable	not applicable	must meet requirement	not applicable	Form FIN – 3 and Form FIN – 4
in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of LKR 5 million from the total requirement for the Subject Contract. AND (2) The initial venture must					
(3) The joint venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of LKR 20 million	not applicable	must meet requirement	not applicable	not applicable	Form FIN – 3 and Form FIN – 4

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria		Compliance F	Requirements		Documents
			Joint Venture		Cultural a distri
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
Participation in at least one building construction or building refurbishment contract, that has been successfully or substantially completed within the last five (5) years and that is similar to the proposed works, where the value of the Bidder's participation exceeds LKR 10,000,000.00.	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP - 1

2.4.2 Construction Experience in Key Activities

(May be complied with by specialist subcontractors. The employer shall require evidence of the subcontracting agreement from the bidder. A specialist subcontractor is a specialist enterprise engaged for highly specialized processes, which the main contractor cannot provide.)

Criteria	Compliance Requirements			Documents	
		J	Cubmicaion		
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:	must meet requirements	must meet requirements ^a	not applicable	not applicable	Form EXP - 2
	No	t Applicable			

^a In the case of a joint venture bidder, at least one of the partners must have the experience in the key activity if the bidder itself (not its subcontractor) will carry out the relevant activity.

Section 4 - Bidding Forms

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4-2 Section 4 - Bidding Forms

Letter of Bid

The bidder must accomplish the Letter of Bid on its letterhead clearly showing the bidder's complete name and address.

	Date:
	ICB/NCB No.:
	Invitation for Bid No.:
To: [.	insert complete name of the employer]
We, t	he undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8.
(b)	We offer to execute in conformity with the Bidding Documents the following Works: [insert narrative]
(c)	The total price of our Bid, excluding any discounts offered in item (d) below is:
	[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]
	The total bid price from the Summary of Bill of Quantities for admeasurement contracts or Activity Schedule for lump sum contracts should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Bid may result in the rejection of the bid.
(d)	The discounts offered and the methodology for their application are as follows: [insert discounts and methodology for their application if any]
(e)	Our bid shall be valid for a period of [insert bid validity period as specified in ITB 18.1 of the BDS] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with the

Bidding Document.

(g) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

- (h) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].1
- (I) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:²

Name of Recipient	Address	Reason	Amount
		·	

- (m) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (p) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name
In the capacity of
Signed
Duly authorized to sign the Bid for and on behalf of
Date

Use one of the two options as appropriate.

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

4-4 Section 4 - Bidding Forms

Schedules

Schedule of Payment Currencies	
For insert name of Section of the Works	

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	Α	В	С	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent C = A x B	Percentage of Net Bid Price (NBP) <u>100xC</u> NBP
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price	9			100.00
Provisional Sums Expressed in Local Currency		1.00		
BID PRICE				

- Note --

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Table(s) of Adjustment Data (- Not Applicable -)

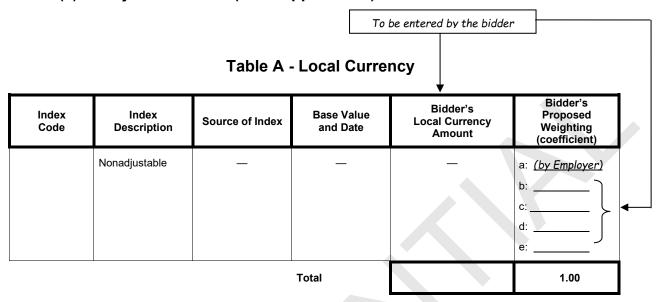


Table B - Foreign Currency

Name of Currency:

Insert name of currency. If the bidder wishes to quote in more than one foreign currency, but in no case more than three, this table should be repeated for each foreign currency.

		To be entered by	the bidder				
Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting (coefficient)	
	Nonadjustable	_	_	_		a: (by Employer) b: c: d: e:	•
				Total		1.00	

Note -

"Base Date" means the date 28 days prior to the deadline for submission of bids.

Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.

4-6 Section 4 - Bidding Forms

Activity Schedule

[Schedules of Prices – Lump Sum Contract]

The Employer shall indicate the list of major activities comprising the works and the number of measurement units consistent with the description of works, drawings, and specifications in Section 6 (Employer's Requirements). Each work item shall be described in sufficient detail to provide clear guidance to Bidders with respect to the type of works, their scope and complexity, and compliance with the required standards.

Bidders are required to enter the prices against each work item on a lump sum basis. Work items against which no lump sum price is entered by the Bidder will not be paid by the Employer when executed and shall be deemed covered by other work items against which the lump sum prices were entered. The sum of prices entered against each work item will represent the total bid price.

The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the Activity Schedule, and where no Items are provided, the cost shall be deemed to be distributed among the Amounts for the related Items of Work.

Facility Improvement in Kandy Railway Station

Preambles

Preambles to Bills

Item No.	Description	Unit	
	<u>DEMOLITION</u>		
	The Contractor is requested to visit the site and to acquaint himself regarding the work spaces, conditions of adjoining properties, access, actual extent of the work to be done, possible method of demolition, reusable materials, existing services, method methods of disconnecting and termination of services, method of transportation of material, equipment to be used etc. prior to pricing of this section.	Note	
	The Contractor should take all necessary safety and health precautions to prevent or minimize disturbances and accidents to train passengers and workers, during execution of works at site and carry out instructions given by the engineer according to station operational requirements	Note	
	Demolition should be carried out with approved equipment, acceptable to the consultant with prior approval.	Note	
	Contractor's rates shall include cart away demolished material away from the site for a suitable location.	Note	
	When quoting bidders are required to follow the demolition layout.	Note	
	Demolition shall be conducted with necessary support and protection to prevent any damage to any third-party or existing neighboring structures.	Note	
	SANITORY FITTINGS		
	All sanitary fittings shall be Rocell or equivalent.	Note	
	All fittings should be in accordance with the design specifications to the approval of consultant.	Note	
	The rate shall include both Supply and Installation according to the design specifications and to the approval of consultant.	Note	
	<u>FINISHES</u>		
	All tiles shall be Rocell or equivalent.	Note	
	Floor tile should be laid on 20 mm thick cement and sand 1:3 screeded bed and joint and pointing to match the color of tiles as per the drawings, schedules and specification to the approval of the Engineer.	Note	
	Wall tile should be laid on 12 mm (1/2") thick cement and sand 1:3 screeded bed and joint and point to match the color of tiles as per the drawings, schedules and specification to the approval of the Engineer.	Note	
	PROVISIONAL SUMS		
	Provisional sums allowed here to be used wholly or partially on the instructions of the Engineer.	Note	

4-8 Section 4 - Bidding Forms

Bill No, 01 Facility Improvement in Kandy Railway Station Preliminaries

Item No.	Description	Unit	Amount (Rs.)
1.1	Ensure steady and uninterrupted power supply to the Works and allow for obtaining temporary electricity connections for the Works including connection, distribution system as necessary.	LS	
1.2	Maintain of electricity connection including payment to the authorities / SLR for consumption	4 Months	
1.3	Ensure uninterrupted water supply to the works including drinking water and allow for obtain temporary mains water connection and make necessary arrangements to supply of water to the Site	LS	
1.4	Maintain water connection including payment to the authorities / SLR for consumption	4 Months	
1.5	Transporting materials to the site	LS	
1.6	Allow for maintaining the Site in a clean and orderly condition during the construction period	LS	
1.7	Allow Lump sum for insurance of Works, Machinery & Equipment, Plant, Materials, third party persons & property and Employer's personnel & property at site.	LS	
1.8	Allow Lump sum for insurance against accidents and injury to Contractor's personnel	LS	
1.9	Allow for providing 3 sets of as built drawings (as built drawings for mechanical and electrical sections have been allowed under each trade separately) and necessary technical information, maintenance manuals and other documents to the Engineer's approval after completion.	LS	
	Total Bill No 01		

Bill No, 02 Facility Improvement in Kandy Railway Station (Improvements in Ladies Rest Room and Toilet Area)

Item No.	Description	Unit	Amount (Rs.)
2.1	Demolition of masonry walls as per the demolition plan and wall plaster where wall tiles are to be fixed	L.S.	
2.2	New Partition Walls as per the proposed plan		
2.2.1	New Partition brick Wall with tilled finishes, to fix urinal and wash basin fixing as per the proposed plan, with necessary stiffer columns and beams (10m2).	L.S.	
2.2.2	New Partition block Walls as per the proposed plan (50m2)	L.S.	
2.3	Supply and fix 5 Nos Commodes 6 Nos squatting pans and 5 Nos. urinals (With separators) with flushing cisterns with necessary accessories to work in order.	L.S.	
2.4	Supply and fix Al framed storage cabinet in Gents' toilet, as detailed	L.S.	
2.5	Supply and fix 4 Nos mirror(600x900) with mirror lights in gents' toilet, as detailed	L.S.	
2.6	Supply and fix aluminium shelf and mirror (1800x1500) and (1200x2100) in ladies' rest area and 3Nos (600x900) in ladies' washroom area, with mirror lights, as detailed	L.S.	
2.7	Supply and fix Rocell or equivalent vanity type wash basins and tap in gent's toilet (4 Nos) and ladies' toilets (3 Nos) and feeding room (1 No) with necessary plumbing work and accessories, as shown in the drawing	L.S.	
2.8	Al. framed HPL Partition for changing rooms, as shown in drawing	L.S.	
2.9	Provide lockers to ladies' washing area shown in drawing	L.S.	
2.10	Supply and fix Rocell or equivalent ceramic floor tiles (300x600) in toilets. Approximate area 20m2. (Rate to include concreting the floor and providing tile bed)	L.S.	
2.11	Supply and fix Rocell or equivalent ceramic floor tiles (600x600), approximate area 78m2. (Rate to include concreting the floor and providing tile bed)	L.S.	
2.12	Supply and fix Rocell or equivalent ceramic wall tiles (600x300) in toilets, waiting lobby, feeding area and changing area, up to 2100mm height, in approved colour. Approximate area 166m2	L.S.	
2.13	Provide wastewater drainage lines with stainless steel gully covers (15 Nos) and sewer lines, to connect existing wastewater and sewer lines.	L.S.	
2.14	Replace clear glass in doors and windows with frosted glass	L.S.	
2.15	Supply new furniture for ladies' waiting area	L.S.	
2.16	Surface preparation and painting with two coats of emulsion paints in approved colour. (Approximate area 275m2)	L.S.	
2.17	Provide Powder coated Al framed glazed doors and windows as in architectural layouts.	L.S.	
2.17.1	D1 (01 Nos)		
2.17.2	D2 (01 Nos)		
2.17.3	D3 (11 Nos)		
2.17.4	D4 (01 Nos)		
2.17.5	W3 (2 Nos)		
2.18	Supply and fix wall mounted fans (3 Nos) to waiting lobby and feeding area	L.S.	

4-10 Section 4 - Bidding Forms

2.19	supply and fix silent type exhaust fans (3 Nos)	L.S.	
	Supply and fix light fittings of approved type		
2.21	Electrical wiring to light fittings wall mounted fans and exhaust fan	L.S.	
2.22	Provide diaper changing table and accessories as detailed in drawings	L.S.	
2.23	Painting existing doors and windows ED1, ED2, EW1, EW2 (The existing coats should be removed and apply wood preservative paint and polyurethane water base paint.)	L.S.	
2.24	supply and fix hand drier with necessary electrical wiring	L.S.	
2.25	supply and fix bidet shower and bib tap to toilets (11 Nos) with necessary plumbing	L.S.	
2.26	Provide RCC top for vanity type wash basins and provide Al frames and finishes as detailed in drawings ladies' and gents' toilet areas	L.S.	
2.27	Re plastering plaster removed areas with 1:6 cement sand mortar	L.S.	
2.28	Supply and fix power outlets with USB charging (6 Nos) with necessary wiring	L.S.	
2.29	Allow sum for providing connection to existing sewer and wastewater lines	L.S	
2.30	Supply and fix metal grid ceiling and cement board false ceiling with treated and seasoned teak timber moldings, as shown in ceiling layout drawings and details	L.S.	
2.31	Supply furniture to ladies' waiting area and feeding area	L.S.	
2.32	supply and fix treated teak timber tabletop ad detailed	L.S.	
2.33	Supply and fix HD wall pictures in ladies' rest area and feeding area	L.S.	
	Total Bill No 02		

Bill No, 03 Facility Improvement in Kandy Railway Station (Improvements in 1st and 2nd class waiting room Area)

Item No.	Description	Unit	Amount (Rs.)
3.1	Demolition of existing ladies' and gents' toilets, floor rendering and decayed plaster (150m2 Approx.) on walls in toilets and waiting areas and demolition of walls as per the demolition layout and remove debris away from the site	L.S.	
3.2	Construct 150mm thk. Partition Wall (6m2) and do finishing work as in detail No 04.	L.S.	
3.3	Supply and fix kitchen sink on RCC slab and fix stainless steel work top and cupboards as per detail No. 05 in café area	L.S.	
3.4	Construct counter opening (Counter 1) as per detail No. 1, with 20mm Thk. granite top and roller door	L.S.	
3.5	Construct counter opening (Counter 2) as per detail No. 2, with 20mm Thk. granite top and roller door	L.S.	
3.6	Construct counter opening (Counter 3) as per detail No. 3, with 20mm Thk. granite top and roller door	L.S.	
3.7	Supply and fix treated timber tabletop with mirrors and mirror lights, in waiting area 1 as per detail No. 8	L.S.	
3.8	Supply and fix treated timber tabletop with mirrors and mirror lights, in waiting area 2 as per detail No. 7	L.S.	
3.9	Supply and fix vanity type wash basins in waiting area 2, as per detail No. 6	L.S.	
3.10	Supply and fix ceramic homogeneous floor tiles (600x600) in waiting areas and café areas (94m2)	L.S.	
3.11	Supply and fix 600x300 ceramic wall tiles in cafeteria and 900x150 timber textured wall tiles in waiting areas, as shown in architectural drawings	L.S.	
3.12	Supply and fix metal grid ceiling and cement board false ceiling with treated and seasoned teak timber moldings, as shown in ceiling layout drawings and details	L.S.	
3.13	Replace clear glass in doors and windows with frosted glass	L.S.	
3.14	Supply new furniture for waiting area 1 and 2	L.S.	
3.15	Surface preparation and painting with two coats of emulsion paints in approved colour. (126m2)	L.S.	
3.16	Supply and fix wall mounted fans (4 Nos) to waiting lobby and feeding area	L.S.	
3.17	Supply and fix light fittings of approved type	L.S.	
3.18	Electrical wiring to light fittings, charging points wall mounted fans and exhaust fans	L.S.	
3.19	Painting existing doors and windows (The existing coats should be removed and apply wood preservative paint and polyurethane water base paint.)	L.S.	
3.20	plastering to newly constructed walls and plaster removed area	L.S.	
3.21	Supply and fix power outlets with USB charging (10 Nos) with necessary wiring	L.S.	
	Total Bill No 03		

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GRAND SUMMERY

Facility Improvement in Railway Stations

Bill No	Description	Amount (Rs.)
	Grand Summary	
1	Bill No. 01	
2	Bill No. 02	
3	Bill No. 03	
4	Provisional Sum (For SLR assistance)	200,000.0
Α	Sub Total-1	
	Add 15% for Physical Contingencies	
В	Total Bid Price (without VAT)	>
	VAT	
	Grand Total Including VAT	

Bid Security

Bank Guarantee

Bank's name, and address of issuing branch or office¹

Ben	ficiary: name and address of the employer	
Date		
Bid	Security No.:	
subn	have been informed that name of the bidder (hereinafter called "the litted to you its bid dated (hereinafter called "the Bid") for the execution of contract under Invitation for Bids No ("the IFB").	
	ermore, we understand that, according to your conditions, bids must be supportantee.	ted by a bio
any :	e request of the Bidder, we name of bank hereby irrevocably undertakeum or sums not exceeding in total an amount of amount in words hereby irrevocably undertakeum or sums not exceeding in total an amount of amount in words hereby irrevocably under the words hereby irrevocably undertakeum or sums not exceed the figures	(d by a writter
(a)	has withdrawn its Bid during the period of bid validity specified by the Bidder in Bid; or	the Letter o
(b)	does not accept the correction of errors in accordance with the Instruction (hereinafter "the ITB"); or	s to Bidders
(c)	having been notified of the acceptance of its Bid by the Employer during the validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuse the performance security, in accordance with the ITB, or (iii) fails or refuses the domestic preference security, if required.	ses to furnish
Cont instru rece	guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of ract Agreement signed by the Bidder and the Performance Security issued to yetion of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the eapt of a copy your notification to the Bidder of the name of the successful Bidder, of the expiration of the Bidder's bid.	ou upon the
	equently, any demand for payment under this guarantee must be received by us affore that date.	the office or
This	guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication	No. 458. ²
– Note	Authorized signature(s) and bank's seal (where appropriate)	
In ca.	e of a joint venture, the bid security must be in the name of all partners to the joint venture tha	t submits the

All italicized text is for use in preparing this form and shall be deleted from the final document.

² Or 758 as applicable.

4-14 Section 4 - Bidding Forms

Bid-Securing Declaration

Date: [insert date (as day, month and year)]
Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a bid for an alternative]

To: [insert complete name of the employer]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [insert the number of years as indicated in ITB 19.2 of the BDS] starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish the Domestic Preference Security, if required.

We understand that this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]
Name: [insert complete name of person signing the Bid-Securing Declaration]
Duly authorized to sign the bid for and on behalf of [insert complete name of the bidder]
Dated on,,,
Corporate Seal [where appropriate]

- Note -

In case of a joint venture, the Bid-Securing Declaration must be in the name of all partners to the joint venture that submits the bid.

Technical Proposal

Personnel

Form PER - 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
etc.	Title of position*
	Name

-- Note --

 st As listed in Section 6 (Employer's Requirements).

4-16 Section 4 - Bidding Forms

Form PER - 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

Position			
Personnel information	Name	Date of birth	
	Professional qualifications		
Present employment	Name of employer		
	Address of employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	E-mail	
	Job title	Years with present employer	

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

From	То	Company, Project, Position and Relevant	
		Technical and Management Experience	

Equipment

Form EQU: Equipment

Type of Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐	☐ Leased ☐ Specially manufactured
	ing information for equipment owned	· · ·
	ing information for equipment owned	· · ·
	ing information for equipment owned	· · ·
	ing information for equipment owned Name of owner Address of owner	by the Bidder.
Omit the follow Owner Agreements	ing information for equipment owned Name of owner Address of owner Telephone	Contact name and title Telex

4-18 Section 4 - Bidding Forms

Site Organization

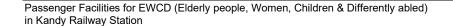
Method Statement

Mobilization Schedule

Construction Schedule

Bidder's Qualification

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 hereunder.



4-20 Section 4 - Bidding Forms

Form ELI - 1: Bidder's Information Sheet

	Bidder's Information				
Bide	der's	legal name			
		of a Joint Venture, ne of each partner			
	der's stitu	country of tion			
	der's stitu	year of tion			
		legal address in of constitution			
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e- mail address)		otative ddress, telephone s), fax number(s), e-			
Atta	che	d are copies of the foll	owing documents.		
	1.	In case of a single ent ITB 4.1 and ITB 4.2.	ntity, articles of incorporation or constitution of the legal entity named above, in accordance with		
	2.	Authorization to repres	sent the firm or Joint Venture named above, in accordance with ITB 20.2.		
	3.		ture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1.		
	4.		ent-owned enterprise, any additional documents not covered under 1 above required to comply		

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately.

	Joint Venture / Specialist Subcontractor Information
Bidder's legal name	
Joint Venture Partner's or Specialist Subcontractor's legal name	
Joint Venture Partner's or Specialist Subcontractor's country of constitution	
Joint Venture Partner's or Specialist Subcontractor's year of constitution	
Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution	
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e- mail address)	
Attached are copies of the fol	lowing documents.
	on or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.
	sent the firm named above, in accordance with ITB 20.2.
	rnment-owned enterprise, documents establishing legal and financial autonomy and compliance with
_ 0 5 5 5 5 5 6 5 6 7	cordance with ITB 4.5.

A Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes that cannot be provided by the main Contractor.

4-22 Section 4 - Bidding Forms

Form LIT - 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner:					
	Pending Litigation and Arbitration				
Choos	e one of the following:				
_	p pending litigation and arbitration.				
□ Be is	elow is a description of all pending litigation and arbitration involving the Bidder (or ea a Joint Venture).	ich Joint Venture m	nember if Bidder		
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth		

This form shall only be included if Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

- Note -

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out t	this form				
In case of a Joint Venture		ature Dartner mu	et fill out this for	m congrataly on	nd provide the Joint
Venture Partner's name b		iture Fartilei illus	st iiii out tiiis ioii	п зерагалету аг	a provide the John
Joint Venture Partner:					
		Financial Data t	for Previous 5 \	∕ears [LKR Eqı	uivalent]
	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
	Informa	tion from Bal	lance Sheet		
	П	T			
Total Assets (TA)					>
Total Liabilities (TL)					
Net Worth =TA - TL					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital = CA - CL					
		V To b	a abtained for most	recent year and car	ried featuard to FIN
Most Recent Working Capital		- 3 L	oe obtained for most ine 1; in case of Join ture Partner's FIN - 3	nt Ventures, to the o	orresponding Joint
	Information	on from Incor	ne Statemen	t	
Total Revenues					
Profits Before Taxes					
Profits After Taxes					

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _ years, as indicated above, complying with the following conditions.
 - Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

4-24 Section 4 - Bidding Forms

Form FIN - 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

Joint Venture Partner: __

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

	Annual Turnover Data for	r the Last 5 Years (Construc	tion only)
Year	Amount Currency	Exchange Rate	LKR Equivalent
<u>'</u>	Average Annual	Construction Turnover	

Form FIN - 3: Availability of Financial Resources

Bidder must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

	Financial Resources	
No.	Source of financing	Amount (LKR equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ^a	
3	Other Financial Resources	
	Total Available Financial Resources	

^a To be substantiated by a letter from the bank issuing the line of credit.

4-26 Section 4 - Bidding Forms

Form FIN- 4: Financial Resources Requirement

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner:	
------------------------	--

		C	urrent Contract	Commitments	S	
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) b	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
		Total Monthly Fi	nancial Requirements	for Current Contra	ct Commitments	LKR

Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 of Section 3)

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

Form FIN	- 5A: For Single E	ntities			
For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
(Name of Bidder)					

Form FIN - 5B: For Joint Ventures

Form Fin - 5B: For Joint Ventures					
For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
(Name of Partner)					
Each Partner:					
(Name of Partner 1)					
(Name of Partner 2)					
(Name of Partner 3)					
All partners combined		ailable financial resources net of ommitments for all partners	ΣD =		

Form FIN - 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

4-28 Section 4 - Bidding Forms

Form EXP - 1: Contracts of Similar Size and Nature

Fill up one (1) form per contract.

	Contract of Simila	ar Size and Nature
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount		LKR
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the Similar		erion 2.4.1 of Section 3 (Evaluation and Qualification eria)
Participation in at least one building construction or building refurbishment contract, that has been successfully or substantially completed within the last five (5) years and that is similar to the proposed works, where the value of the Bidder's participation exceeds LKR 10,000,000.00.		

Form EXP - 2: Construction Experience in Key Activities

Fill up one (1) form per contract.

	Contract with Sim	nilar Key Activities
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount		LKR
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the Key	Activities in Accordance Qualification	with Criterion 2.4.2 of Section 3 (Evaluation and on Criteria)
		- N/A -

Section 5 - Eligible Countries

This Section contains the list of eligible countries.

Afghanistan Micronesia, Federated States of

Armenia Mongolia
Australia Myanmar
Azerbaijan Nauru
Bangladesh Nepal

Bhutan New Zealand Brunei Darussalam Niue

Cambodia Pakistan
China, People's Republic of Palau

Cook Islands Papua New Guinea

Fiji Philippines

Georgia Samoa Hong Kong, China Singapore

Hong Kong, China
India
Singapore
Solomon Islands
Indonesia
Sri Lanka
Japan
Taipei, China

Kazakhstan Tajikistan
Kiribati Thailand
Korea, Republic of Timor-Leste

Kyrgyz Republic Tonga Lao People's Democratic Republic Turkmenistan

Malaysia Türkiye
Maldives Tuvalu
Marshall Islands Uzbekistan
Vanuatu

Nonregional members

Austria The Netherlands

Viet Nam

Belgium Norway Canada Portugal Denmark Spain Finland Sweden France Switzerland Germany United Kingdom Ireland **United States** Israel Luxembourg

Israel Italy

Section 6 - Employer's Requirements

This Section contains the Specifications, Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, Equipment Requirements, Geotechnical Data and Environmental Management and Monitoring.

Volume 1

Section 6.1	General Scope of Works
Section 6.2	Standard Specifications
Section 6.3	Particular Specifications
Section 6.4	Supplementary Information
6.4.1	Description of the Project
6.4.2	COVID-19 Related Health & Safety requirements
6.4.3	Scope of Works
6.4.4	Phases of Contract

Section 6.6 Equipment Requirements

Section 6.7 Architectural layouts and details drawings

Section 6.1 General Scope of Works

Background of the project

The proposed Railway Efficiency Improvement Project is the first project loan of the Asian Development Bank (ADB) in the railway sector of Sri Lanka. The project will finance high-impact subprojects to modernize the country's railway network by improving the operational efficiency, maintenance capacity, safety management, skills development, and implementation capacity of Sri Lanka Railways (SLR) and the Colombo Suburban Railway Project (CSRP)—Project Management Unit (PMU), which has been set up under the Ministry of Transport, Highways, Ports and Civil Aviation (MOTHPCA) to implement ADB-financed projects. As a fulfilment requirement for the project completion, EWCD facility improvements at stations is included. Improvements to toilets and rest rooms in selected Kandy station is doing under this project component.

Scope of Works

Detailed Scope of Works

Facility Improvement in Kandy Railway Station (Improvements in Ladies Rest Room and Toilet Area)

Item No.	Description	Remarks
1.1	Demolition of existing male toilets, damaged floor areas (19m2) and decayed plaster on walls,	
1.2	New Partition brick Wall with tilled finishes, (10m2) to fix urinal and wash basin and block walls in ladies' waiting area and wash area. As shown in the proposed plan, with necessary stiffer columns and beams (50m2).	
1.3	Supply and fix 5 Nos Commodes, 6 Nos squatting pans with flushing cisterns with necessary accessories to work in order.	
1.4	Supply and fix Al framed storage cabinet in Gent's toilet, as detailed	
1.5	Supply and fix 4 Nos mirror(600x900) with mirror lights in gents' toilet, as detailed	
1.6	Supply and fix aluminium shelf and mirror (1800x1500) in ladies' rest area and 3Nos (600x900) in ladies' washroom area, with mirror lights, as detailed	
1.7	Supply and fix vanity type wash basins in gent's toilet (4 Nos) and ladies' toilets (3 Nos) and feeding room (1 No) and 5 Nos. urinal with necessary plumbing work and accessories, as shown in the drawing	
1.8	Al. framed HPL Partition for changing rooms, as shown in drawing	
1.9	Provide lockers to ladies' washing area shown in drawing	
1.10	Supply and fix Rocell or equivalent ceramic floor tiles (300x600) in toilets. Approximate area 20m2. (Rate to include concreting the floor and providing tile bed)	

1.11	Supply and fix Rocell or equivalent ceramic floor tiles (600x600), approximate area 78m2. (Rate to include concreting the floor and providing tile bed)	
1.12	Supply and fix Rocell or equivalent ceramic wall tiles (600x300) in toilets, waiting lobby, feeding area and changing area, up to 2100mm height, in approved colour. Approximate area 166 m2	
1.13	Provide wastewater drainage lines with stainless steel gully covers (15 Nos) and sewer lines, to connect existing wastewater and sewer lines.	
1.14	Replace clear glass in doors and windows with frosted glass	
1.15	Supply new furniture for ladies' waiting area	
1.16	Surface preparation and painting with two coats of emulsion paints in approved colour. (Approximate area 275m2)	
1.17	Provide Powder coated Al framed glazed doors and windows as in architectural layouts.	
1.18	Supply and fix wall mounted fans (3 Nos) to waiting lobby and feeding area	
1.19	supply and fix silent type exhaust fans (3 Nos)	
1.20	Supply and fix light fittings of approved type	
1.21	Electrical wiring to light fittings wall mounted fans and exhaust fans	
1.22	Provide diaper changing table and accessories as detailed in drawings	
1.23	Painting existing doors and windows (The existing coats should be removed and apply wood preservative paint and polyurethane water base paint.)	
1.24	supply and fix hand drier with necessary electrical wiring	
1.25	supply and fix bidet shower and bib tap to toilets (11 Nos) with necessary plumbing	
1.26	Provide RCC top for vanity type wash basins and provide Al frames and finishes as detailed in drawings ladies' and gent's toilet areas	
1.27	Re plastering plaster removed areas with 1:6 cement sand mortar	
1.28	Supply and fix power outlets with USB charging (6 Nos) with necessary wiring	
1.29	Provide connection to existing sewer and wastewater lines	
1.30	Supply and fix Metal grid ceiling and Cement board false ceiling as in ceiling layouts and details	
1.31	Supply furniture to ladies' waiting area and feeding area	
1.32	supply and fix treated teak timber tabletop ad detailed	
1.33	Supply and fix HD wall pictures in ladies' rest area and feeding area	
1.34	Provide Interior signs and entrance door signs	

Facility Improvement in Kandy Railway Station (Improvements in 1st and 2nd class waiting room Area)

Item No.	Description	Remarks
2.1	Demolition of existing ladies' and gents' toilets, floor rendering and decayed plaster (150m2 Approx.) on walls in toilets and waiting areas and demolition of walls as per the demolition layout	
2.2	Construct 150mm thk. Partition Wall (6m2) and do finishing work as in detail No 04.	
2.3	Supply and fix kitchen sink on RCC slab and fix stainless steel work top and cupboards as per detail No. 05 in café area	
2.4	Construct counter openings (Counter 1,2,3) as per detail No. 1,2,3, with 20mm Thk. granite top and roller doors	
2.5	Supply and fix treated timber tabletop with mirrors and mirror lights, in waiting area 1 as per detail No. 8	
2.6	Supply and fix treated timber tabletop with mirrors and mirror lights, in waiting area 2 as per detail No. 7	
2.7	Supply and fix vanity type wash basins in waiting area 2, as per detail No. 6	
2.8	Supply and fix ceramic homogeneous floor tiles (600x600) in waiting areas and café areas (94m2)	
2.9	Supply and fix 600x300 ceramic wall tiles in cafeteria and 900x150 textured wall tiles in waiting areas, as shown in architectural drawings	
2.10	supply and fix metal grid ceiling and cement board false ceiling with treated and seasoned teak timber moldings, as shown in ceiling layout drawings and details	
2.11	Replace clear glass in doors and windows with frosted glass	
2.12	Supply new furniture for waiting area 1 and 2	
2.13	Surface preparation and painting with two coats of emulsion paints in approved colour. (126m2)	
2.14	Supply and fix wall mounted fans (4 Nos) to waiting lobby and feeding area	
2.15	Supply and fix light fittings of approved type	
2.16	Electrical wiring to light fittings, charging points wall mounted fans and exhaust fans	
2.17	Painting existing doors and windows (The existing coats should be removed and apply wood preservative paint and polyurethane water base paint.)	
2.18	plastering to newly constructed walls and plaster removed area	
2.19	Supply and fix power outlets with USB charging (10 Nos) with necessary wiring	
2.20	Provide Interior signs and entrance door signs	

Section 6.2 Standard Specifications

Refer to following Standard Specifications

- 1. Specifications for Building Works Vol-I 3rd Edition July 2001, CIDA Publication No. CIDA/SCA/4/I
- 2. Specifications for Building Works Vol-II 2nd Edition October 2001, CIDA Publication No. CIDA/SCA/4/II
- 3. Specifications for Electrical & Mechanical Works associated with Building and Civil Engineering 2nd Edition (Revised) August 2000, CIDA Publication No. CIDA/SCA/8
- Specifications for Water Supply, Sewerage & Drainage Works [2nd Edition (Revised) April 2002]
 ICTAD Publication No. SCA/3/2
- 5. Specifications for Fire Regulations 2nd Edition (Revised) December 2006, ICTAD/DEV/14
- 6. BS EN 62031:2008 +A2:2015 LED modules for general lighting. Safety specifications
- 7. BS EN 62504:2014 General lighting. Light emitting diode (LED) products and related equipment. Terms and definitions

If Bidders do not already possess copies of latest editions, may purchase from the Construction Industry Development Authority (Successor to ICTAD): CIDA Publications.

Section 6.3 Particular Specifications

1.0 GENERAL SPECIFICATION

General

- 1.1 The Specification for the purpose of this contract shall consist of **General Specification** and **Special Specification**
- 1.2 Special specification clauses will take precedence over the General Specification
- 1.3 Wherever any item is not covered by the general Specification or the Special Specification the work shall be carried out as per the latest relevant SLS, BS. and to the satisfaction of the Engineer.
- 1.4 All rates quoted shall allow for conforming to the General and Special specification
- 1.5 If the tenderer is unclear regarding any of the clauses of the Specifications, he shall obtain all clarifications before submission of the tender.
- 1.6. These specifications cover the proposed Construction of Locomotive Repair Workshop and its facilities, in all respects as specified and as shown on the preliminary drawings and to the approval of the Engineer.

2.0 ARCHITECTURAL & STRUCTURAL ENGINEERING

2.1. General

The following specification is the specification for works governing materials and workmanship within the Main Contract as incorporated in the Main Contract Agreement.

Where the word "Contractor" appears, this shall deem to be construed as the Sub-Contractor for aspects of the work for which the Sub-Contractor is responsible.

2.2. Conditions of Contract

2.2.1. Nothing contained in the Specifications will relieve the contractor of any of his obligations under the Conditions of Contract. Any discrepancy between such conditions of contract and the specifications shall be brought to the notice of the Engineer by the contractor.

Certain clauses not specifically required for the project may be ignored unless these clauses become relevant by a variation.

Any discrepancies in specification between the documents forming the contract shall be referred to the Engineer for clarification, not later than 7 days before the closing date of tender. A ruling which will be binding shall be given.

Architectural drawings shall supersede all other drawings in relation to finishes.

Any discrepancies may be referred to the Engineer after the award of the contract, and the Engineer shall give a ruling which shall be binding. No extra cost shall be payable on account of such ruling.

2.2.2. The Contractor shall submit proposals, check all working drawings, bending schedules and any other instructions, schedules and shall refer any discrepancies to the Engineer before proceeding with any part of the effected work in adequate time so as not to create delays to the works. No extension to the period of construction or additional costs will be allowed for any delays by the contractor in bringing such discrepancies to the Engineer.

3.0 MATERIALS

3.1. General

All materials used in the works shall be new and of the qualities and kinds specified herein and equal to approve samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this Specification shall be rejected and shall be immediately removed from the Site at the Contractor's expense.

3.2. Materials for which are there in B.S.

All materials used in the works for which a British Standard Specification is published shall conform to the latest edition thereof in every way. The engineer reserves the right to demand that the Contractor shall obtain at his own expense a certificate in respect of any materials to state that it is in accordance with British Standard Specification

3.3. Materials for which are not in B.S.

All materials used in the work for which no British Standard Specification has been published shall conform to the latest editions of the Sri Lanka Standards

3.4. Different International Standards

Different international standards that correspond to the specified standard may be used with prior approval of the Engineer. Any additional cost due to such change shall be borne by the contractor. All references to any standard shall be deemed to refer to the latest issue of such standards.

3.5. Approved Suppliers or Manufacturers

Not with standing the provisions of the above clauses the engineer reserves the right during the course of the building works to demand that any material be obtained only from an approved supplier or manufacturer. The Contractor shall allow for this but prior to tendering he may submit to the engineer for approval the names of any suppliers or manufacturers whose materials he intends to use.

3.6. Alternatives to Proprietary Brands

Where materials are specified by their proprietary names or where fittings are specified by catalogue numbers, or descriptions, the Contractor may offer materials or fittings of alternative manufacture which are of equal quality. Such alternatives must be approved before being used in the works and the Contractor shall allow for this, but prior to tendering he may submit to the Architect for approval, the names of any suppliers or manufacturers whose products he intends to use, together with catalogue numbers, and descriptions and/or samples but the decision of the engineer will be final.

3.7. Measuring and Testing Equipment

The Contractor shall provide the following equipment for carrying out measuring and control tests on the Site and maintain in full working order:

- 3.7.1. Straight edges 2 meters and 4 meters long for testing the accuracy of the finished work.
- 3.7.2. 2 no 30-meter steel measuring tapes.
- 3.7.3. Spirit level and plumb.
- 3.7.4 All the specialist subcontractors to be approved by the engineer/architect.

3.8 Electrical, Plumbing and Iron Monger Items

Lamps in following brands (or equivalent)

Osram

Phillips

Wall Mounted Fans / Exhaust Fans in following brands (or equivalent)

KDK

Sisil

Dampers in following brands (or equivalent)

Raskin

Actuators for dampers, VAV

Belimo

Honeywell

Plumbing

Valves & Stop Cocks in following brands (or equivalent)

Pegler - UK

Hattersley - UK

Kitz - Japan

Upvc Pipes in following brands (or equivalent)

S-Lon - Sri Lanka

National - Sri Lanka

4.0. DEMOLITION, EXCAVATION AND EARTHWORK

4.1. Inspection of Site

The Contractor is deemed to have visited the Site and to have ascertained the depth of water table, its variation during the high and low tides, nature of the soil and sub-soils, to be excavated. No claim will be allowed on account of these being of a different nature from that for which he has allowed in his prices.

4.2. Procedure

The excavations and fillings shall be carried out in such manner and order as the Engineer may direct.

4.3. Existing Buildings

4.3.2. Walls and plaster to be demolished shall be done by the contractor and remove debris away from the site so that no harm to passengers and public.

4.4. Site Clearance

All grass, vegetable matter etc., must be removed or with the permission of the architect burned, on site at the commencement of the Contract over areas as directed by the engineer.

4.5. Excavation

4.5.1. The excavations (if any) are to be executed to the widths shown on the Drawings, and to the depths below existing ground levels as directed by the engineer in order to obtain satisfactory foundations. If the Contractor excavates to any widths or depths greater than those shown on the Drawings or as

instructed by the engineer, he shall at his own expense fill in such widths or depths of excavation beyond that instructed or shown with weak concrete to the satisfaction of the engineer.

- 4.5.2. Excavations shall always be kept free of water.
- 4.5.4. Level and ram bottoms, of all excavations to receive concrete, form stepping's, if necessary, as directed to allow for sloping ground, and well water excavations before pouring concrete
- 4.5.5. The Contractor shall report to the engineer when secure bottoms to the excavations have been obtained. Any concrete or other work executed before the excavations have been inspected and approved shall, if so directed, be removed and new work substituted after the excavations have been approved all at the Contractor's expense

4.6. Termites

The Contractor must destroy any termite nests found within the perimeter of the buildings and take out and destroy queens, impregnate holes and tunnels with approved insecticide and back fill with hard material well rammed and consolidated.

4.7. Materials Found in Excavations

Sand, aggregate or other material found in the Site or in the excavations can be used in the works with the approval of the Engineer.

5.0 CONCRETE WORK

5.1 General

Concrete mix for structural works shall be of (1:1 1/2:3) (Cement: Sand: Aggregate)

Concrete mix for screeds and paving, shall be of (1:2:4) (Cement: Sand: Aggregate)

Maximum aggregate size is 20mm

5.2 Cement

As specified in ICTAD (CIDA) specification SCA/4/1

5.2.1 Manufacture and Brand

The contractor shall inform the Engineer of the source, brand name and manufacturer of the proposed cement. The Contractor shall not place the order for the cement before the Engineer's approval.

5.2.2 Supply

Cement Supply shall be arranged through companies operating quality assurance procedures.

5.2.3 Delivery

Cement shall be delivered to Site in bags or suitable containers. Each bag or container shall be sealed and marked with the name of the brand and manufacture and the number of the consignment. The Contractor shall arrange for deliveries to be made with sufficient frequency to ensure freshness. Delivery arrangements of any bulk cement shall be to the Engineer's approval.

For each consignment delivered, the Contractor shall supply the Engineer with a statement showing the quantity, the number of the consignment, the name of the manufacture, the date of grinding and the number and date of the manufacture's test certificate relating to that consignment.

5.2.4 Storage

Cement shall be stored so that each delivered batch is clearly identifiable. It shall be kept dry, off the ground in covered and watertight stores, and used in order of delivery. Loose or split bags or air-set cement shall not be used.

5.3 Aggregates

As specified in ICTAD (CIDA) specification SCA/4/1

5.3.1 Segregation

Aggregates shall be produced, delivered and stored in such a way that they do not segregate, mix, or become contaminated.

5.3.2 Staining Impurities

Aggregates for exposed concrete shall only be supplied from sources known to be free of staining impurities such as coal, lignite, iron pyrites etc.

5.4 Water

As specified in ICTAD (CIDA) specification SCA/4/1

5.4.1 Compliance

Water shall be clean, potable and free from deleterious matter in solution or suspension and shall comply with the requirements of SLS 572 & As specified in ICTAD (CIDA) specification SCA/4/1

5.5 Admixtures

As specified in ICTAD (CIDA) specification SCA/4/1

5.5.1 Submission to Engineer

The Contractor is advised to consider the cement content and maximum water cement ratios contained in Appendix 1.

It is anticipated that admixtures will be necessary to achieve suitable levels of workability with the higher strength mixes. However, admixture (e.g. calcium nitrates) for the improvement of durability of concrete shall not be allowed.

The Contractor shall submit to the Engineer for review full details of all proposed admixtures and the manner of addition to the mix.

5.5.2 Compliance

Admixtures shall comply with BS EN 12878:2005 and / or BS EN 934:2009 where appropriate.

5.5.3 Required Details

The Contractor shall supply the Engineer with information relating to the use of the admixtures including but limited to the following.

- a) The detrimental effects of under and over dosage
- b) The chemical names of the main active ingredients
- c) Possible side effects

5.6 Quality Control

5.6.1 Quality Control of Concrete

The Contractor shall provide full time on site a fully qualified Concrete Supervisor whose duties shall include day to day supervision of the concrete constructions and the concrete mixing, placing, sampling, testing and record keeping operations.

The Contractor shall ensure that his Concrete Supervisor is aware of the importance of maintaining a uniform quality of concrete and that he is experienced in detecting variations in quality and workability and rapidly concreting the same.

5.6.2 Acceptability Criteria

Compliance with the specified characteristic strength as specified in ICTAD (CIDA) specification SCA/4/1

5.6.3 Recording of Test Results

The results of all works tests carried out to control the quality of concrete and concrete material shall be recorded by the Contractor on forms agreed with the Construction Supervisory Staff. The Contractor shall supply to the Construction Supervisory Staff copy of each test results.

5.6.4 Unsatisfactory Test Results

Should any of the 28 – day test results on concrete or concrete materials be unsatisfactory, the Engineer / Design Consultant may take actions at the Contractors expense.

5.7 Casting Concrete

5.7.1 Construction Sequences

The Contractor shall comply with any sequence of construction stated on the Drawings or given elsewhere in the Specification.

The Contractor shall submit for comment to the Engineer in advance of Construction, a layout showing the position of the proposed construction joints. If any, the sequence of construction and a method statement on the arrangements to supply, handle and finish each intended pour area. The method statement shall contain comprehensive details of the operation necessary to produce the construction joints.

The number of construction joints shall be the minimum necessary for the proper execution of the work.

The Contractor shall take measures in casting of concrete sections to control the risk of early – age thermal cracking.

5.7.2 Transportation

Concrete shall be transported and placed so that contamination, segregation or loss of the constituent materials does not occur.

5.7.3 Placing

As specified in ICTAD (CIDA) specification SCA/4/1

5.7.4 Compaction and Finish

As specified in ICTAD (CIDA) specification SCA/4/1

5.8 Curing

5.8.1 Protecting Concrete

Immediately after compacting and finishing, the concrete shall be protected from the harmful effects of weather, including rain, sun, wind rapid temperature changes and from drying out. Details of curing liquids, compounds membranes and methods to be used and subsequent methods of removal, shall be subject to approval by the Engineer. Where the Contractor proposes to use a curing liquid, compound or membrane on surfaces which are to take a subsequent bonded layer, then it shall be compatible with that layer and the Contractor shall demonstrate by comparative tests that the adhesion of the subsequent layer will not be reduced.

The concrete shall be protected from other work in progress. No equipment, vehicles, workmen or materials shall be permitted on recently placed concrete until the concrete is strong enough not to be damaged. If damaged occurs, this shall be immediately reported to the Engineer and the Contractor shall propose remedy measures for Engineers consent.

5.8.2 Inspection of concrete Surfaces

No concrete surface shall be worked on in any after the removal of formwork, or permanently covered up, until it has been inspected and approved by the Engineer / Design Consultant and Client's Consultant

5.9 Defective Concrete

5.9.1 Rejection and Reconstruction of Faculty Work

Concrete which is found to be defective on directed by the Engineer / Design Consultant shall be cut out and replaced at the Contractors expense.

If there is any doubt concerning the strength or quality of previously placed and hardened concrete or the position of the reinforcement, the Contractor shall agree

- 1. A cover meter survey, in accordance with BS 1881: Part 204: 1988
- 2. 150mm diameter core samples taken at locations directed by the Engineer /Design Consultant, tested in accordance with BS EN 12504 1: 2000 at an approved testing laboratory, and the equivalent cube strength determined. A cover meter shall be used to determine locations where coring will cause least reinforcement. Core holes in concrete which is to remain in the works shall be repaired by filling with concrete or motor of the strength specified for the surrounding concrete.
- 3. A series of rebound hammer tests taken at locations directed by the Engineer / Design Consultant in accordance with BS EN 12504 2 :2001. Correlation between strength and rebound number shall be carried out using 150mm cubes of the same concrete Mix Reference as the suspect concrete.

5.9.2 Conspicuous Horizontals

Deviation of edges of exposed lintel, sills, parapets, horizontal grooves and other conspicuous lines from the horizontal shall be:

- a) 6mm in any 6000mm of length.
- b) 10mm in any 12000mm or more of length.

6.0 WALLING

Materials

6.1. Cement

Cement used for making mortar shall be as described for "Concrete Work".

6.2. Lime

No lime is allowed in this project.

6.3. Sand

Shall be as described for "Concrete Work".

6.4. Water

Shall be as described for "Concrete Work".

6.5. Concrete Blocks

Solid and hollow concrete blocks for walling shall comply with B.S. 2028 Type "A" and the minimum compressive strengths given hereafter refer to table 2 of that B.S. They are to be obtained from a local manufacturer and to be equal in every respect to a sample to be deposited with and approved by the Architect. Walling is to be built in 200mm courses and of the thicknesses given herein, the free span is more than 10 feet ,10mm tor steel bar reinforcement to be fixed through hole in the brick, filled with chip concrete.

6.7. Common Burnt Clay Bricks

Handmade common clay bricks shall conform to Ceylon Bureau of Standards SLS 39:1978 and shall be type 2 grade I but the nominal size of the brick shall be 200mm x 100mm x 55mm (8" x 4" x 2-1/4").

All under-burnt or over-burnt bricks will generally be rejected although over-burnt bricks may be used for certain work with the approval of the engineer.

6.8. Wire Cut Bricks

Machine made wire cut bricks shall conform to Ceylon Bureau of Standards SLS 39:1978 and shall be type 1. Generally, the bricks shall be wire cut Grade I quality as manufactured by the Ceramic Corporation of Ceylon.

Where wire cut bricks are used in combination with handmade common bricks, the Contractor shall use common bricks to match in size the wire cut bricks or shall allow for any extra cement mortar or any other work involved in obtaining level courses, etc.

6.9. Wall Reinforcement

Where described walls are to be reinforced with two 6.3mm (1/4") mild steel bars with 6.3mm (1/4") cross bars at 300mm (12") centres, or alternatively welded fabric reinforcement type A 142 weighing 2.22 kgs. /SM shall be used, built into horizontal joints every fifth course. Reinforcement is to be well lapped at angles and intersections and carried at least 125mm (5") into abutting walls at junction. Generally, wall reinforcement is to be kept 50mm (2") back from the face of walls.

6.10. Damp Proof Courses

Consist of a 20mm (3/4") thick layer of cement and sand mortar (1:3) laid horizontally on wall with two coats of bitumen applied when dry. The surface of the second coat shall receive a fine layer of sand to form a key for mortar joint. Alternatively, where so described, concrete surfaces may receive the bitumen application direct before commencement of building brickwork.

6.14. Cement Mortar

Mortar described as cement mortar 1:5 shall be composed of 1 cubic metre (1498 kgs) of Portland cement to 5 cubic metres of sand. Mixes such as 1:3, 1:4, etc., shall be similarly construed.

6.15. Mixing of Mortars

The constituent materials shall be measured separately when dry in specially prepared gauge boxes of sizes to give the proportions specified without consolidation of the contents by ramming and shaking. The mortar shall be mixed in an approved power-driven mixer for not less than two minutes per batch and using the minimum quantity of water necessary to obtain a working consistency. The mixer shall be used as close as practicable to the works and mortar shall be used within 30 minutes of mixing. No partially or wholly set mortar will be allowed to be used or re-mixed.

6.16. Setting Out

The Contractor shall provide proper setting out rods, and set out all work on same for courses, openings, heights etc., and shall build the walls, piers etc., to the widths, depths and heights indicated on the Drawings and as directed by the Architect.

6.17. Building in Wood Frames

Openings for doors, windows, etc., are to be set out and built with hardwood dovetailed fixing slips built into horizontal joints, two per metre high each side of opening.

6.18. Building in Metal Windows and Doors

Openings for metal frames are to be wide enough for the frames to fit without being forced into position. Build the lugs into the joints of the walling and fill in the space between the walling and frame with cement mortar well tamped into the channel of the frames and point all round externally. All frames must be set plumb and level free from twist.

6.19. Walls to receive Plaster and similar Finishes

All faces of walls to be plastered, etc., to have all projections dressed off and joints raked out as key.

6.20. Building Block Walling

6.20.1. Laying and Jointing

All blocks shall be well wetted before being laid and the top of walling where left off shall be well wetted before recommencing building. Walls to be kept wet three days after building. All walls throughout the Works shall be carried up evenly in 200mm (8") nominal courses except where courses of less depth are required to bring walling up to level of floors, windows and the like and where otherwise described, no part being allowed to be carried up more than one metre higher at one time than any other part and in such cases the joining shall be made in long steps so as to prevent cracks arising and all walls shall be levelled round at each stage.

Hollow and solid concrete blocks shall be bedded and jointed in cement mortar (1:6) as described with beds and joints 10mm (3/8") thick all flushed up and grouted solid as the work proceeds. All walling shall be properly protected and kept wet while mortar is setting.

6.20.2. Bonding

The blocks shall be properly bonded together and, in such manner, that no vertical joint in any one course shall be within 115mm ($4\frac{1}{2}$ ") of a similar joint in the courses immediately above or below. All walling which is of such thickness that it must be built in more than one thickness of blocks shall be built with through bonders not more than 1000mm apart in each course as directed by the Architect.

Alternate courses of walling at all angles and intersections shall be carried through the full thickness of the adjoining wall. All perpends, reveals and other angles of the walling shall be built strictly true and square.

Alternate courses in attached piers etc., to be of single blocks and the vertical joints in alternate courses to be midway between back and front faces.

Joints between brick/block wall and concrete column/beam to be properly bonded to approval.

6.21. Building Cavity Walls

Cavity walls are to be built with cavities of the widths shown on the drawings and measured herein.

6.23. Building Brick Masonry Walls

Laying and Jointing

All bricks shall be well wetted before being laid and the top of walling where left off shall be well wetted before recommencing building.

All brick work shall be built in cement mortar as specified with maximum 10mm (3/8") mortar joints with 65mm nominal courses.

The courses shall be kept perfectly horizontal and every fourth course shall be checked for level and plumb. All walls are to be built up regularly as possible. No part being allowed to be carried up more than 1200mm (48") higher at one time than other part and in such cases the joining shall be made in long steps. All walls shall be levelled round at each stage.

All brick work unless otherwise specified shall be built in English bond.

Brick bats and broken pieces shall be used only where specifically required for obtaining bond, and at the junction of walls and soffits of beams where largest possible bats shall be used.

Alternate courses of walling at all angles and intersections shall be carried through the full thickness of the adjoining wall. All perpends, reveals and other angles of the walling shall be built strictly true and square.

6.24. Holes, Cutting and Chasing

All putlog holes shall be not less than one course deep and carefully filled with a block cut to fit size of opening with beds and joints filled with mortar well tamped in after scaffolding is removed, and if in faced walls to match facings.

Where walling is cut, holed or chased for conduits pipes and the like all such cuttings etc., shall be filled in solid in cement mortar (1:4) prior to the application of finishes.

7.0 CARPENTRY AND JOINERY

Materials

7.1. Classification of Timber to be used in the Buildings

- 7.1.1. These specifications refer to all broad leaved (hard wood) and narrow leaved (soft wood) species and apply to timber sections incorporated in the building after they have had a sufficient time to season.
- 7.1.2. Timber used in the Works shall be as specified although alternative timbers of equal quality may be used with prior approval of the Architect. The Contractor must submit details of the timbers he proposes to use before any work is put in hand and the decision of the Architect shall be final.
- 7.1.3. Certain reference is made hereinafter to the various classes of timbers as categorized by the State Timber Corporation and are referred to in an abbreviated form (e.g.) S.T.C. Class I etc.
- 7.1.4. If the Contractor proposes to use any imported timber, he must submit a schedule giving the name of species, country of origin, and a performance certificate together with samples sufficiently in advance to carry out any tests if found necessary.
- 7.1.5. Where a choice of more than one species of timber is allowed only one variety shall be used for any particular class of work within any one area.
- 7.1.6. All timber sizes unless otherwise specified shall be finished sizes

7.2. Performance Specification

All timber shall be free from sap, shakes, cracks, waney edges, large knots, loosen or dead knots, fissures, blue stain, borer holes or similar defects.

Beams and struts shall not have a grain with a slope greater than 1 in 20.

The moisture content shall be -

not more than 30% for beams and rafters not more than 16% for doors and windows not more than 15% for furniture.

7.3. Seasoning

All timber shall be seasoned according to Sri Lanka Code of Practice CS 159:1972 for seasoning of timber.

7.4 Treated Timber

- 7.4.1 All imported timber must be pressure impregnated under vacuum and pressure against wood rotting, fungi and wood destroying insects the process having been completed in its country of origin. All cut ends, drilling or fabrications on the site producing new surfaces shall be thoroughly brushed or soaked with approved clear preservative applied in accordance with the manufacturer's instructions.
- 7.4.2. All local timber once properly seasoned to the engineer approval shall be treated by brush with two coats of approved type clear wood preservative or equivalent.
 - All cut ends, drilling or fabrications on the site producing new surfaces shall be thoroughly brushed or soaked with the same preservative that has been used previously.
- 7.4.3. All treated timber shall be stacked in a well-ventilated weather-proof enclosure until ready for use.
 - Notwithstanding the provisions of the above clauses the Architect may instruct application of another coat of preservative if the previous treatment has been adversely affected due to exposure or handling.

7.7 Asbestos Flat Ceiling Sheets

Shall be 6mm (1/4") thick sheets of approved manufacture to Sri Lanka Standard CS9:1967.

7.9. Laminated Plastic

To be 1.5mm melamine surfaced single sided laminated plastic of approved manufacture to B.S. 3794 or other equal approved sheeting in colours to be selected by the Architect.

7.10. Adhesives

Adhesives for wood to be synthetic resin in accordance with B.S. 1204.

7.11. Nail Spikes and Bolts

Nails, spikes and bolts shall be of the best quality mild steel and of lengths and weights approved by the engineer.

Nails shall comply with Sri Lanka Standard CS8:1967, wood screws shall comply with Sri Lanka Standard CS6:1967, and bolts with B.S. 916.

Exposed fixing at eaves etc., unless otherwise shall be hot dipped galvanized or non-ferrous.

Workmanship

7.12. Framed Work

The word framed shall mean and include all the best-known methods of jointing wood work together by mortice, tenon, dovetail or other methods and for forming all necessary stops, mitres or mason's mitres in members which are moulded, rebated etc. Any timber member which after complete assembly is found to be split at any point of connection shall be removed and replaced.

7.13. Plugging

Plugging and fixing to walls in all trades shall be executed by "Rawl Plugging" or similar approved proprietary methods all in accordance with the manufacturer's printed instructions.

Butting holes and filling with timber plugs will not be permitted under any circumstances.

7.14. Carpentry

7.14.1. All carpentry shall be executed with workmanship of best quality. Scantlings and boards shall be accurately sawn and shall be uniform in width and thickness throughout and shall be as long as possible and practicable in order to eliminate joints.

- 7.14.2. All work shall be left with a sawn surface except where specified to be wrought.
- 7.14.3. All work shall be accurately set out and in strict accordance with the soft drawings, and shall be framed together and securely fixed in the best possible manner with properly made joints. Provide all brads, nails, screws etc., as necessary and as directed and approved.
- 7.14.4. Where so described, timber members which are to be connected by means of dowels shall be predrilled to receive teak dowels of the appropriate size. Dowels are to be of diameters as specified and shall be manufactured from teak or other equivalent approved hard woods.
 - Each dowel shall be cut a little larger than the combined thickness of the timbers it is to connect. The ends of each dowel shall have a saw cut made across their diameters and a small hardwood wedge forced into the cut to prevent removal. The additional length shall then be sawn off.
- 7.14.5. Actual dimensions of scantlings for carpentry shall not vary from the specified dimensions by more than +3mm (1/8") or -1.6mm (1/16"). Sizes and thickness of wrought carpentry timbers are nominal, that is to say a variation of +2mm (5/64") or 1.6mm (1/16") to specified sizes will be allowed for each wrought surface unless the thickness or size is described as finished in which case no variation from the stated thickness or size will be permitted.

7.15. Joinery

- 7.15.1. All joinery work shall be wrought unless otherwise described.
- 7.15.2. Sizes and thicknesses of joinery are nominal that is to say a variation of +2mm (5/64") or -1.6mm (1/16") to specified sizes will be allowed for each wrought surface unless the thickness or size is described as "finished" in which case no variation from the stated thickness or size will be permitted.
- 7.15.3. No joinery to be put in hand until the details have been supplied or approved by the Architect and in all cases the details are to be worked to.
- 7.15.4. All joinery shall be executed with workmanship of the best quality in strict accordance with the detailed drawings; mouldings shall be accurately and truly run on the solid and all work planed, sandpapered and finished to the approval of the Architect. All arises to be slightly rounded. All framed work shall be cut out, and framed together as soon after the commencement of the building as is practicable but should not be wedged up until the building is ready for fixing the same and any portions that warp, get in winding, develop shakes or other defects shall be replaced with new. In door frames etc., the heart face of the timber shall be fixed away from the wall. As soon as required for fixing in the building the framing shall be glued together with glue as described and properly wedged or pinned, etc., as directed.
- 7.15.5. All beads, fillets and small members shall be fixed with round or oval brads or nails well punched in and stopped. All larger members shall be fixed with screws, the screws let in and pelleted over with wood pellets to match the grain. Any exposed fixing shall be with galvanized nails or brass screws as directed by the Architect.
- 7.15.6. Panel pins and screws for fixing beads and fillets shall be spaced 150mm (6") apart and 25mm (1") from angles.
- 7.15.7. All joinery immediately upon delivery to the Site is to be stored and protected from the weather.
- 7.15.8. All joinery is to be primed before fixing but no work is to be primed until it has been approved by the engineer.
- 7.15.9. All fixed joinery which is liable to become bruised or damaged in any way, shall be properly cased and protected by the Contractor until the completion of the Works.

7.16. Ironmongery Generally

7.16.1. Ironmongery shall be fixed with matching screws.

- 7.16.2. All locks and ironmongery shall be fixed before the wood work is painted, handles shall be removed before the painting commences, carefully stored and re-fixed after completion of painting.
- 7.16.3. All locks, springs and other items of ironmongery with movable parts shall be properly tested cleaned and adjusted where necessary to ensure proper working order at the completion of the Works and left in perfect working order by the Contractor.
- 7.16.4. All hinges, casement stays, fasteners etc., are to be of heavy quality oxidized brass to be approved by engineer.
- 7.16.5. Yale, Union Miva (Japan), Whitco (Australia), Dorma (Britain), Kinlong or equivalent.

8.0 PAVINGS AND PLASTERWORK

Materials

8.1. Samples

The Contractor shall prepare at his own cost sample areas of the paving, plastering and rendering as directed until the quality, texture, colour and finish required is obtained and approved by the Architect after which all work executed shall conform with the respective approved samples.

8.2. Cement

Shall be described for "Concrete Work".

8.3. Cement Floating

Shall be made by mixing ordinary Portland cement with water to a consistency so that when poured shall not flow.

8.4. Lime

No lime is allowed in this project. Febmix plus or equivalent plasticizers can be used instead of lime.

8.5. Sand

The sand shall be as described for fine aggregate in "Concrete Work" and shall be well graded to a suitable fineness in accordance with the nature of the plaster or paving in order to obtain the finish directed.

8.6. Water

Shall be as described for "Concrete Work".

8.7. Waterproofing Colouring and Hardening

All waterproofing, colouring and hardening compounds are to be used strictly in accordance with the manufacturer's printed directions.

8.8. Bonding

Bonding compounds, etc., for use in applying plaster and similar finishes direct to surfaces without the use of backings or screeds are only to be used if approved by the Architect and are to be used strictly in accordance with the manufacturer's printed instructions.

6" wide PVC mesh to be fixed at all joints between concrete and Brick/block prior to plastering.

8.9. Workmanship

8.9.1. Chases, Openings and Holes

All chases, holes and the like which were not formed in the concrete or walling shall be cut, and all service pipes shall be fixed and all holes and chases filled with mortar before paving and plaster work is commenced. In no circumstances will the Contractor be permitted to cut chases, holes and the like in finished pavings or plasterwork.

8.9.2. Proportion of Mixes

A mix referred to as 1:5 shall mean 1 cubic meter of cement to 4 cubic meters of sand. A mix referred to as 1:6 shall mean 1 cubic meter of cement and 6 cubic meters of sand and other mixes shall be construed accordingly.

8.10. Mixing

All materials for paving and plastering must be measured in proper gauge boxes in the proportions specified and mixed in an approved power-driven mixer for not less than two minutes per batch. The mixer shall be used as close as practicable to the Works and no partially set materials shall be used or remixed.

8.11. Preparation for and Finish to In-situ Screeds and Paving

- 9.11.1. Where practicable in-situ, toppings such as paving and screeds are to be laid where possible monolithic with the concrete under. The toppings are to be laid while the concrete is still green and placed and compacted generally within three hours of compacting the base concrete and while it is still plastic. All surplus water which has not evaporated must be removed before the topping is placed.
- 8.11.2. Where monolithic topping is not possible bended construction must be used. All laitance on the slab surface, and any other contaminating material such as oil, grease, mortar, droppings, paint etc., must be removed completely and the surface hacked and steel brushed to cleanly expose the coarse aggregate and swept to remove all dust.
- 8.11.3. The surface should be thoroughly wetted, preferably commencing several days before the topping is laid. Immediately before the topping is placed, any surplus water should be removed and a cement slurry of the consistency of cream well brushed into the surface. The topping must be placed not more than ten minutes later, before the slurry starts to dry.
- 8.11.4. Paving shall be protected during the first stage of hardening from the harmful effects of sun-shine, drying winds, rain or water. In exposed positions they are to be covered with a well wetted layer of saw dust, hessian or other approved material and this layer is to be kept damp for at least seven days, during which period no traffic is to be allowed over the paving. When floor tiles or similar finishes are to be applied similar care shall be taken to protect the screeds to receive them. When no longer required as protection to the surface, the material is to be removed and the paving left clean and perfect.

8.12. Screeds to receive floor finishes

- 8.13.1. Shall be finished with a steel trowel to a hard and true surface to the required levels. Particular care being taken to obtain that finish required to receive the final finishes.
- 8.12.2. Screeds to receive ceramic tiles or parquet flooring shall be laid according to requirements of the manufacturer's specification.

8.13. Cement and Sand Paving

- 8.13.1. To be of cement and sand (1:3) mix laid in one operation and finished hard and rough with wood float or cement floated and finished hard and smooth with steel trowel.
- 8.13.2. Where specified as coloured, the cement floating shall be coloured by adding pigments to obtain approved colour.
- 8.13.3. Where trowel cut lines are specified the lines shall be uniform and perfectly straight.

8.14. Ceramic Floor Tiles

Shall be matt finish homogeneous tiles manufactured by the "Rocell (Royal ceramics)" or equivalent. Skirting shall be 100mm high with top edge rounded. The patterns, color and the width of the joints shall be to the approval of the Architect. Tiles shall be laid on screed bed fixed with the adhesive and joints filled with colored tile grout to match.

Including Wash rooms all tiles shall be homogenous.

8.15. Glazed Ceramic Tiles

Shall be glazed homogeneous tiles manufactured by the "Rocell (Royal ceramics)" or equivalent in colors to be selected by the Architect. For exposed edges and angles, tiles with one edge or two edges glazed shall be used.

The general cement plaster to walls will be used as a backing to receive tiles.

The tiles are to be bedded in an approved tile fixing compound applied strictly in accordance with the manufacturer's printed instructions. Walls are to be dry before tiles are fixed and tiles are not to be soaked in water before use. Tiling is to be set and closely straight jointed with 1.5mm joints. If non-lug tiles are used cardboard or plastic spacer pieces are to be used to obtain constant joint width. On completion tiling is to be painted in white cement and cleaned down.

8.16. Floated Cement Rendering

Shall be minimum 12mm (1/2") thick in cement and sand 1:3 laid to required levels and floated with minimum 1/8" thick ordinary grey cement.

Coloured cement rendering shall be as above but floated with "colourcrete" or ordinary cement mixed with coloured pigment to approval of the Architect.

9.0 GLAZING

9.1 General

Glass for glazing and mirrors shall be of approved manufacture and is to comply with B.S. 952 in all respects free from flaws, bubbles, specks and other imperfections.

9.2. Wired Glass

Wired glass shall comply with BS EN 12600.

9.3. Float Glass

To be of "Pilkington" or equivalent float glass or other equal and approved.

9.4. Mirrors

To be selected glazing (S.G.) quality Float glass mirrors of approved manufacture and fixed to walls as described. The edges shall be coated with 1 coat of two pack epoxy.

9.5. Glass manufacturing

- 9.5.1. Glass panes shall be cut to sizes to fit the openings with not more than 1.6mm (1/16") play all round.
- 9.5.2. The rebates of all windows shall be painted one coat before mastic is applied.
- 9.5.3. All glazing to wood frames shall be sprigged.
- 9.5.4. All glass, where fixed with putty, is to have putty applied back and front and care must be taken to

ensure it does not project beyond the sight lines of panes and is to be neatly mitred at angles.

9.5.5. All glass fixed with timber beads shall be fixed with brass panel pins.

9.6. Bedding Strips

Wash-leather, velvet, etc., bedding strip to edges of glass is to be of sufficient width to be turned over 6mm to

each side of pane and shall be trimmed to the sight lines of the pane.

General

Allow for removing all cracked or broken panes of glass, cleaning rebates and re-glazing with new glass throughout the progress of the Works and for cleaning all glass on both sides and leaving perfect upon completion.

10.0. PAINTING AND DECORATING

10.1. Materials

- 10.1.1. Unless otherwise described, the primers, paints plastic emulsion coating, water-based timber coatings etc., are to be approved by the Architect and the manufacturer must guarantee to give at all times any necessary technical advice or similar service called for by the Architect.
- 10.1.2. The best materials for all other finishes shall be of the best quality available of approved manufacture.
- 10.1.3. Before commencing painting, the Contractor shall submit to the Architect for approval a list of all the brands of paints and finishing including the necessary primers and undercoats he intends to use and immediately upon being so approved orders shall be placed and total requirements obtained for the Works.
- 10.1.4 Once approved no other brand of material shall be used without the express permission of the Architect in writing.

10.2 Supply and Preparation

- 10.2.1. All paints, distempers, etc., shall be delivered on Site intact in the original drums or tins, and shall be mixed and applied strictly in accordance with the manufacturer's printed directions. The only addition which will be allowed to be made will be liquid thinners, driers, etc., supplied by the makers for the purpose. No paint, distemper etc., shall be thinned more than approved by the Architect.
- 10.2.2. Paint for external work shall be of the special quality recommended by the manufacturer's for external use.

10.3 General Workmanship

- 10.3.1. The priming, undercoat and finishing coats shall each be of different tints and the priming and undercoats shall be the correct brands and tints to suit the respective finishing coats all in accordance with the manufacturer's directions.
- 10.3.2.All surfaces must be thoroughly cleaned down previous to painting and decorating work, and no external painting may be done in rainy weather. All paint must be thoroughly well worked on and excess of paint in any coat must be avoided.
- 11.3.3.All brushes, tools and receptacles are to be kept clean and free from dirt or old paint and are to be thoroughly cleaned each time after use.

- 11.3.4. Each coat is to be well brushed into the surface so that every part, including joints, angles, etc., is adequately covered, but care is to be taken to avoid excessive or uneven thickness of paint film, particularly at edges and in angles, etc.
- 11.3.5 Each coat of paint etc., shall be properly dry and shall be well rubbed down with fine sand paper and be brushed clean before the next coat is applied. The paintwork shall be finished smooth and free from brush marks.
- 11.3.6. Where so required or directed, painting shall be in parti-colours and picked out and cut in.
- 11.3.7. All ironmongery, metal or plastic plates and electrical outlets and fittings and the like shall be removed before painting is commenced, and re-fixed on the completion of the work.
- 11.3.8. All timber surfaces will be sprayed.
- 11.3.9. The Contractor shall so arrange his program of work that all other trades are completed and away from the area to be painted when painting begins.

11.4. Sample Colours

All colours will be selected by the Architect from the B.S. range of colours. Samples and colour cards of all paints, distempers, and materials shall be submitted for approval of the Architect before the same are applied and sample panels shall be executed for the Architect's approval where and when directed. Such samples when approved shall become the standard for the work. All painting should be CIC Dulux or equivalent

12.1. Preparation and Priming of Painted Surfaces

12.1.1. Plastered Surfaces (internally)

Plastered surfaces are to be finished perfectly smooth with skim coat, free from defects and ready for decoration. All such surfaces shall be allowed to dry for a minimum period as specified by the manufacturer and rubbed down with sand paper to remove trowel marks, stains, etc. After the priming coat all cracks and imperfections are to be made good with wall putty (or similar approved hard filler) well rubbed down and then touched up with the priming coat.

Priming for plastic emulsion paint shall be as per manufacturer's specifications.

Priming for oil paint shall be with alkali-resistant primer.

12.1.2. Cement Plastered, Concrete and Block Walls and Fair Faced Concrete

Surfaces shall be brushed so as to be entirely free of dust, dirt, loose material, etc., immediately prior to decorating.

Priming for plastic emulsion paint shall be as per manufacturer's specifications.

Priming for oil paint shall be with an alkali-resistant primer.

12.1.3. External Faces

The surface shall be prepared for decorating as before.

Priming for cement paint shall be the paint diluted with water. Lime shall not be used as a primer.

Priming for special exterior finish acrylic paint shall be strictly according to manufacturer's specifications.

12.1.4. Ferrous Metalwork

All surfaces shall be thoroughly brushed down with wire brushes to remove all scale, rust, etc., and rubbed down with No. 2 grade sand paper and brushed and left perfectly clean immediately prior to decorating.

- a) <u>Shop-primed</u> surfaces to receive oil paint shall have all bare places touched up with approved metal zinc chromate primer.
- b) Un-primed surfaces shall be given one coat primer as last.
- c) <u>Galvanized</u> surfaces shall be treated before painting with mordant solution. The surfaces shall then be thoroughly washed down with clean water, allowed to dry and primed as last.
- d) <u>Coated</u> surfaces already treated with bituminous solution shall receive an insulating coat of antibitumen primer or shellac knotting.

12.1.5. Fibreboard Surfaces

Surfaces shall be lightly brushed down to remove all dirt, dust and loose particles and have all nail holes or other defects stopped with an approved stopping compound, rubbed down smooth and left with a texture to match surrounding material. Nail heads shall be treated with zinc chromate primer prior to stopping.

Priming for plastic emulsion paint shall be the paint thinned with 50% water.

Priming for oil paint shall be with an alkali-resistant primer.

12.1.6 Wood Surfaces to receive Paint

The woodwork shall be well sand papered and have all knots or resinous parts carefully treated with self-knotting aluminium primer. All cracks, nails or the holes shall be thoroughly cleaned out and after priming, all such cracks, etc., are to be filled within matching hard stopping which is to be rubbed down flush with the adjoining surface.

Priming for oil paint shall be with self-knotting aluminium primer.

The bottom edges of all doors are to be primed before hanging.

The back of all joinery work is to be primed before fixing.

12.1.7. Preparation Priming, etc., for Wood Surfaces to receive Clear Treatment

All wood surfaces to receive sprayed clear treatment such as varnish, polyurethane, French polish or wax polish etc., shall be rubbed down to a satin finish with fine sandpaper immediately prior to application. One priming coat of sanding sealer shall be applied before the final sanding.

12.1.8. Staining to Wood Surfaces

Staining of any woodwork shall be done only with the approval of the Architect.

If any staining is done it shall be used according to manufacturer's specifications and shall be applied in uniform thin light coats until the desired effect is obtained.

12.2. Covering up and Protection

Cover up all floors, etc., as is practicable with dust sheets when executing all painting and decorating work.

12.2.1. Leave Clean

Paint splashes, spots and stains shall be removed from floors, woodwork, etc., and damaged surfaces touched up and the whole of the paintwork left clean and perfect upon completion to the satisfaction of the Architect

12.2.2. Finishing Coats

All finishing coats shall be strictly in accordance with manufacturer's technical literature. Final finish shall be approved by the Architect.

13.0. ALUMINIUM WORK & GLAZING WORK

Aluminium work shall be carried out by a specialised Sub Contractor who can provide the performance specification for aluminium components approved by the Engineer.

All Aluminum extrusions shall be min 80-micron powder coated to approved color, door & window frame sectional sizes are as per soft drawing, thickness shall be minimum 1.5mm.

All units shall be complete with all necessary glazing inserts, sealing strips, gaskets, skids, weather strips, beading system to prevent ingress of water and air.

All aluminium units shall be designed to resist penetration of external moisture to the inside of the building. Fixing of frames for all units to the building shall be such as to ensure solid, void free, waterproof joints. The joints shall be caulked with building mastic, which does not sag, or run, non-hardening, non-staining and can be painted.

Sample of all items required in aluminium work shall be submitted for prior approval without any additional cost.

All glasses in doors, windows shall be 6 mm thick clear float glass unless otherwise specified and should be included with the rates.

Contractor shall submit shop drawings where required and obtained consultant's approval prior to proceeding with the fabrication and work. The contractor shall check site dimensions and make fabricated work correspond to the "Approved" Shop Drawings

All aluminium works shall be well formed to shape and size, with sharp lines or angles. Shearing and punching shall be left clean to true lines and surfaces, Shop connections shall be welded or riveted and site connections bolted unless otherwise noted. Use flat headed counter sunk rivets where riveted connections are exposed to view in finished work. Bolts shall be turned up tight, and threads nicked to prevent loosening. All bolts shall be provided with washers.

Form exposed connections with hairline joints, which are flush and smooth using concealed fasteners wherever possible. If exposed fasteners are unavoidable use counter sunk flat head screws or bolts.

All aluminum sections are Alumax, Lanka Aluminum or equivalent.

14.0 TOILETS AND SANITARY FACILITY

All sanitary accessories shall be of Rocell (Royal ceramics or equivalent product. Where specified in washroom facilities designed to accommodate physically handicapped, accessories should be provided as directed by the Project Manager.

Stainless steel grab bars of required size suitable for concealed or exposed mounting and non-slip gripping surface shall be provided in all washrooms to be used by physically handicapped as directed by the Engineer.

Accessories (Basin tap, Angle Valve, Bottle trap, waste, Head shower, concealed valve, Bib trap, Elbow bib tap, Elbow tap, Soap tray, Towel rail-600mm, Bidet spray) shall be chromium plated solid brass with 5 years back-to-back warranty. Gully cover shall be stainless steel. 5mm thick mirror Fixed with a stainless-steel screw.

14.1 Toilet partition cubical system with nylon fittings

fix high pressure laminated board toilet partition including 0'-6" leg space and complete with nylon accessories. Same materials with all nylon iron mongery for each unite as per drawings.

14.2. Materials

Supply and installation of 2000mm high Toilet Cubicle Front with door using 12mm thick architect selected Colour High Pressure Laminated Boards with Nylon Plastic accessories including indicator lock, legs, cloth hanger, door knob and aluminium framework, including 700mm x 1800mm swing door.

Hinges: self-lubricating swing as per drawings, gravity return movement, adjustable to hold door open at any angle up to 90 deg.

14.3. Shop drawings & samples

Submit required shop drawings. Indicate fabrication details, plans, elevations, hardware, and installation details. Sample should be submitted for approval prior to placing purchase orders.

14.4. Protection

Protect finished surfaces during transportation and installation. Do not remove until immediately prior to final inspection.

14.5. Examination

Where partitions and stalls are to be installed, ensure that underlying work is acceptable. Commencement of work shall imply acceptance of conditions.

15.0 MATERIALS FOR CEILINGS

15.1. Metal grid Ceiling

Supply and installation of metal grid ceiling using 600 mm X 600 architect selected colour powder coated metal grid ceilings, and hanging frame work and other accessories.

15.2 LED High Bay Lamp Fitting 150W

Voltage Range	100-250 VAC	
Frequency	50 Hz	
Power Output	150 W	
Light output	15000 lm	
Luminous efficiency	125 lm/W	
Color Temperature	6500К	
Lumen degradation	<5% per 3000H	
Life span	50000 hours	
Power factor	> 0.90	
Color Rendering Index: >80	>80	
Beam angle	120 °	
IP rating	IP 44	
Surge Protection	10KV	
Material	Body — High quality Aluminum	
Application	Workshop / Industry	
Warranty	not less than 3 years	

Note:

- Technical specifications and manufacture's genuineness certificate shall be provided with quotations.
- Quotations without proper data sheets, drawings, pictures and specifications shall be rejected.

16.0 TECHNICAL SPECIFICATION FOR WATER PROOFING

16.1.1 Scope of work

Waterproofing shall be carried out on floor and walls plastered with thin cement sand layer. In shower areas, application should be continued up to 1.8m height. And other area water proofing work to be done up to 1.5m height.

16.1.2 Material

- a) The material used shall be a **2-part polymer or acrylic-modified cementitious** water proofing slurry (**Master seal 555 S, Deep seal 201, Koll Flex, or equivalent approved**) with adequate flexibility and sound bond properties. (**4 coat, two-layer application**)
- b) Tensile Strength shall be greater than 1.5 N/ mm²
- c) Adhesive Strength shall be greater than 1.0 N/ mm²
- d) If so instructed, Contractor should furnish Test Reports from an Independent Body or Technical Data given in Manufacturer's printed documents.

16.1.3 Execution

- 16.1.3.1 Where Applied
- a) 1st layer: on structural slab (drawing to be submitted).
- b) 2nd layer: on concrete fill.
- 16.1.3.2 Surface Preparation
- a) Apply the water proofing slurry under shaded shelter to prevent rapid drying of the coating.
- b) Treat all cracks and joints by "V" grooving, filling with non-shrink/repair grouts, and top finish with glass wool reinforcing fabric.
- c) Wash and clean the floor slab thoroughly to be free of dirt, loose mortar particles, paints, films etc.
- d) Provide 20 mm X 20 mm, angle fillet with cement/sand (1:3). Mortar at wall/slab floor joints in shower areas.
- e) Waterproof interface at any pipe penetration through waterproofing surface after reinforcing according to manufacturer's specification.
- f) Waterproof Gully area after reinforcing according to manufacturer's specification.
- g) Sprinkle water in between coatings, and before application of first coat to make surface wet and damp, but without standing water or shiny wet surface.

16.1.4 Application

- a) Apply all materials under the direction of the Supplier/ Manufacturer's representative and conforming to the Manufacture's printed literature.
- b) Apply 1st coat by brush in one direction on structural slab at wet film thickness as recommended, on floor & walls up to 300mm height / 2100mm height. Allow to dry minimum 3 hours.
- c) Lay glass wool reinforcing fabric strip at comers (according to the manufacture's specifications), wall-slab in shower areas. Allow to dry as recommended.
- d) Apply 2^{nd} coat by brush in the other direction at wet film thickness as recommended, on floor & wall as described above. Allow to cure for 2 days.
- e) Carry out water test by ponding the relevant area with water for at least 2 days. If any leaks are observed the application of the membrane shall be repeated.
- f) If no leak or dampness is observed in the floor slab, as soon as possible, carryout concrete fill taking care not to disturb or damage the membrane in any way.

16.1.5 Certificate & Guarantee

The contractor shall submit prior to acceptance of the work, written certificate stating that all materials and workmanship in connection with specified work have been furnished and installed in complete conformance with these specifications, and the approved manufacturer's requirements for this work.

The contractor shall jointly with the Manufacturer/Supplier of the specialist waterproofing materials furnish a guarantee to the Employer valid for a period of 10 years after handing over of the works, against dampness and/or moisture penetration through treated surfaces due to defective material and/or defective workmanship.

The guarantee shall provide not only the materials necessary to remedy a problem but also the labor and equipment to apply the material

Section 6.4 Supplementary Information Regarding Works to be procured

6.4.1 Background of the project

The proposed Railway Efficiency Improvement Project is the first project loan of the Asian Development Bank (ADB) in the railway sector of Sri Lanka. The project will finance high-impact subprojects to modernize the country's railway network by improving the operational efficiency, maintenance capacity, safety management, skills development, and implementation capacity of Sri Lanka Railways (SLR) and the Colombo Suburban Railway Project (CSRP)—Project Management Unit (PMU), which has been set up under the Ministry of Transport (MOT) to implement ADB-financed projects. As a fulfilment requirement for the project completion, EWCD facility improvements at selected main stations are to be done. Facility improvement of ladies rest rooms including feeding area and changing area and improving ladies, gent's toilets and disabled toilets are included in to the scope of this project component, The selected station is Kandy Railway Station

This work is a lump sum contract. Ladies' rest rooms of the selected three railway Kandy station is to improve with more facilities including changing rooms, feeding and diaper changing area, dining facility and comfortable seating area. Also, there are improvements to the gents' waiting areas.

6.4.2 COVID-19 Related Health & Safety requirements

Local regulations and guidance specific to COVID-19 prevention and controls

Quarantine and prevention of diseases ordinance (chapter 222) Extraordinary Gazette no.:2197/25, Date :2020-10-15 published by Ministry of Health - Corona Virus Disease 2019 (COVID-19) (Preventive Measures) Regulations Available here

http://www.documents.gov.lk/en/exgazette.php

The Environmental Management Plan is referenced in Section 6.6. The Initial Environmental Examination for the Project is available at:

https://www.adb.org/sites/default/files/project-documents/49111/49111-005-iee-en.pdf

6.4.3 Scope of the Contract

As specified in Section 6.1

6.4.4 Phases of Contract

The phases involved in the Contract are given below with the responsibilities of the parties. The Employer has the authority to engage the Engineer and/or an independent party to review the construction work, if required to ensure that the work satisfies the requirements of the Employer in terms of safety, stability and serviceability and to comment on the validity and the satisfactory compliance with the relevant building regulations, codes, and standards.

Construction and Contract Administration Phase - The scope of this phase includes the total responsibility for construction and installation, supervision, contract administration, and, management, etc. The specific tasks under this phase shall include the following,

- Plan the construction of the Works in accordance with the Contract.
- Analyse the Employer's Requirements, discuss with the Employer, prepare fully developed brief outline proposals etc. and submit to the Employer for approval.
- Submit the Work Programme for construction activities.
- Decide on the type of construction quality of materials and standards of workmanship.
- Obtain approval of the Employer for type of construction finishing, Material, Plant etc.
- The Contractor shall provide documentary evidence as to how the designs, machinery and ancillary items conform to applicable Codes of Practice, Standards, Specifications and Regulations and to the Employer's Requirement.
- Attend progress review meetings with Employer and submit progress reports to the Employer every two
 weeks' time together other supporting documents.
- Ensure health, safety and environmental protection measures at the Site in accordance with the applicable Laws and Regulations.
- Ensure testing and quality control activities of the Works are carried in accordance with the Specifications.
- Develop and implement a project monitoring system.
- The water and Electricity required for construction works will be supplied by the respective station supply, subject to settle the monthly bills prepared by SLR, Corresponding to the respective consumptions.

Defect Liability Phase (Period) - The specific tasks under this phase shall include the following,

- a. Carry out any inspection needed during the defect liability period and prepare list of defects to be rectified.
- b. Rectify all defect identified by the Engineer and the Contractor

Section 6.5 Personnel Requirements

Using Form PER - 1 and PER - 2 in Section 4 (Bidding Forms), the Bidder must demonstrate that it has personnel who meet the following requirements:

Item	Position	Total Work Experience [years]	Total Experience (Years)	Experience in Similar Work [years]
1	Site Engineer (Full Time Basis) (01 No.)	Civil Engineer B.Sc., (Eng.) with 3 years building construction experience	3	1
2	Site Supervisor (Full time) (3 Nos.)	NCT with 3 years' experience	3	1

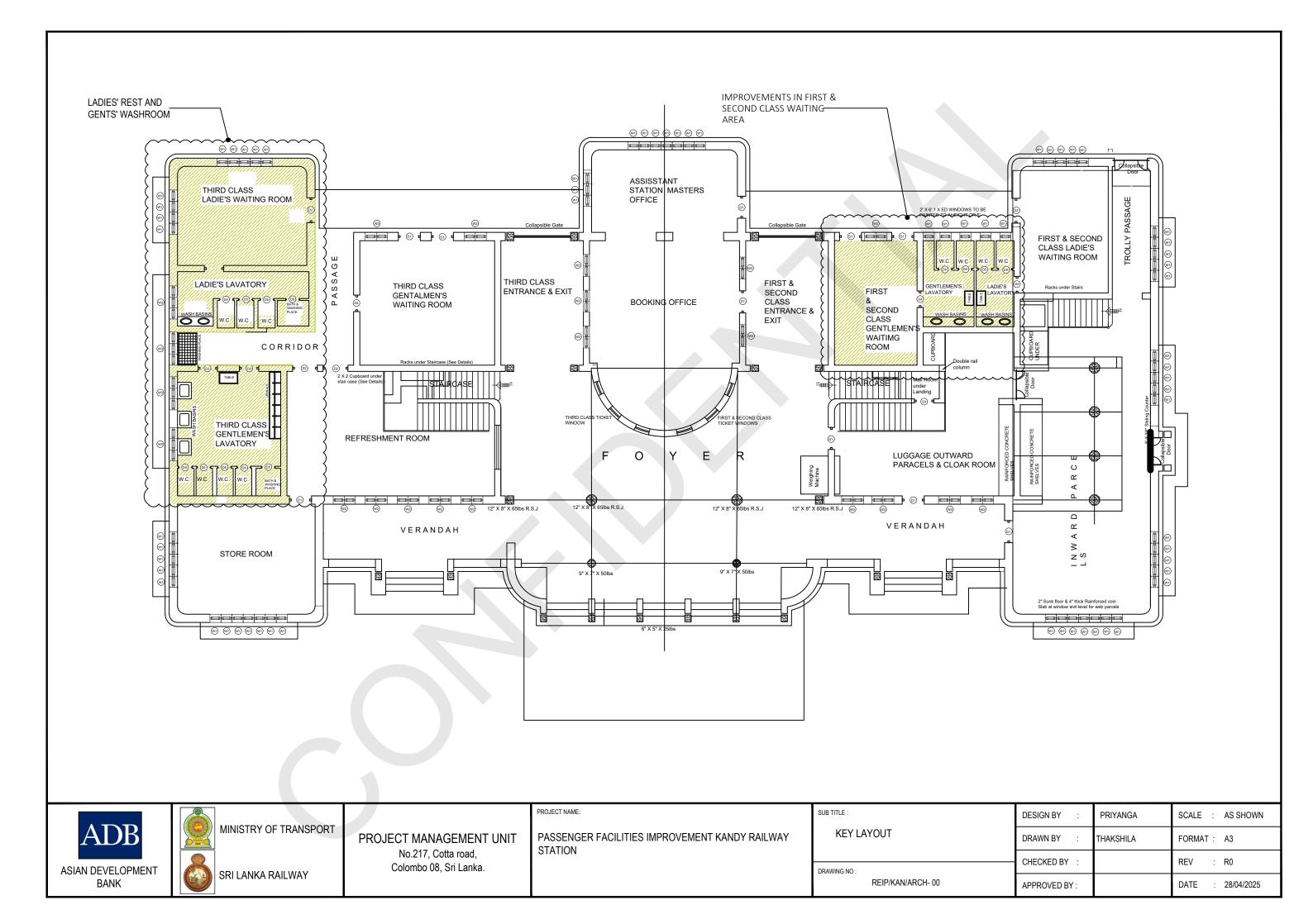
Section 6.6 Equipment Requirements

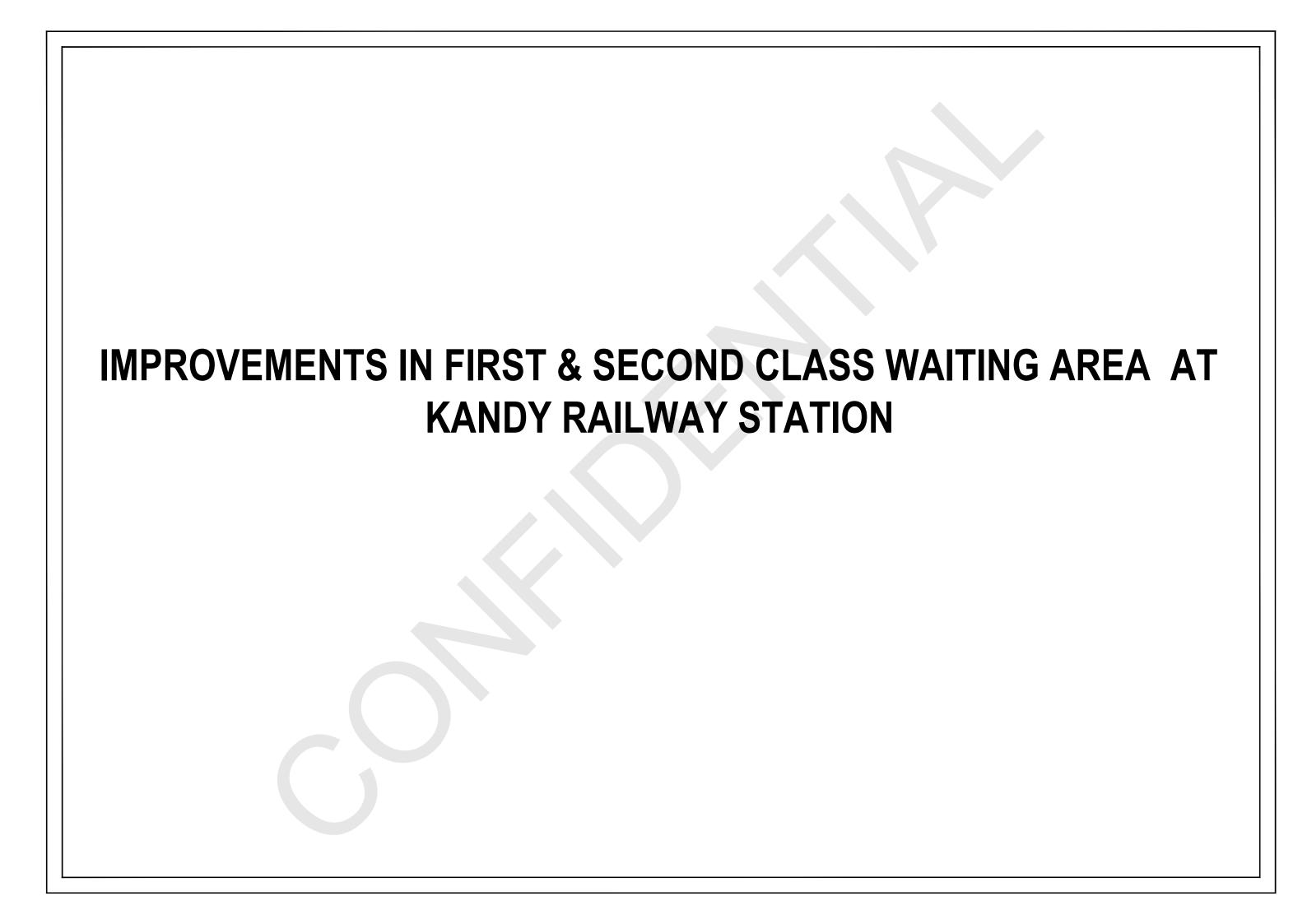
Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate that it has the key equipment listed below:

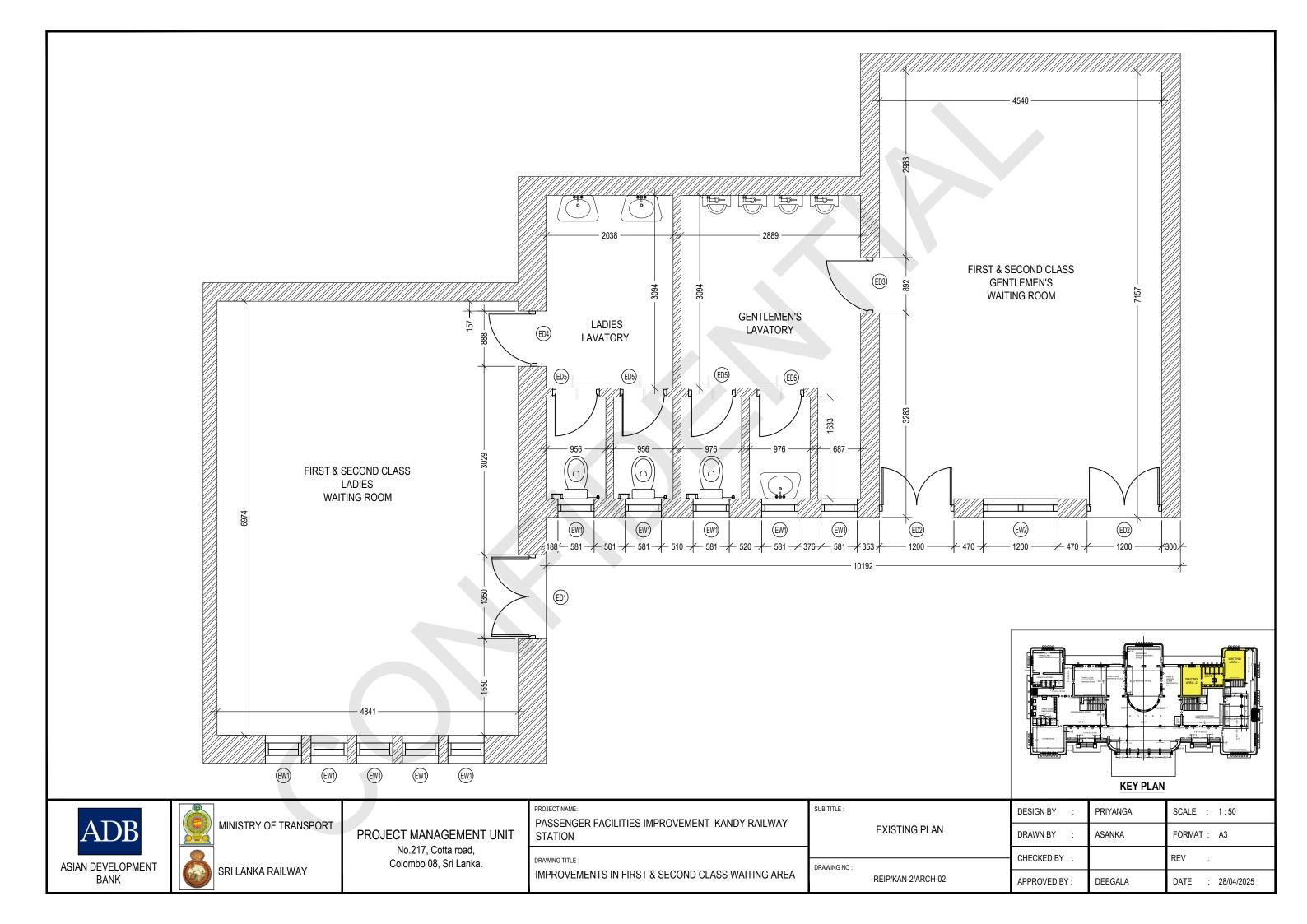
No.	Equipment Type and Characteristics	Minimum Number Required		
1	Hammer Drill	2		
2	Concrete Cutter	2		
3	Tile Cutter	2		

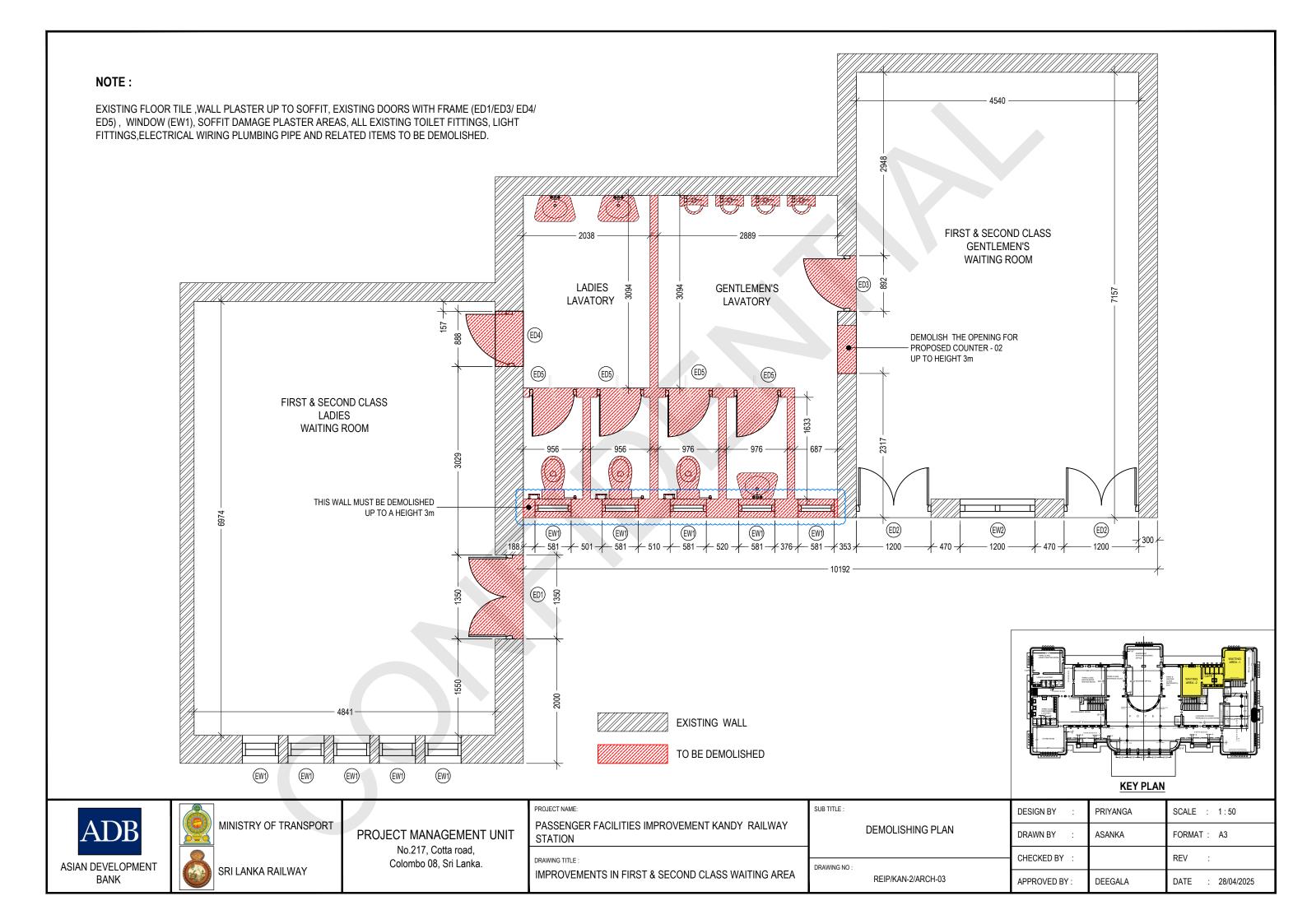
Section 6.7 Architectural layouts and details drawings

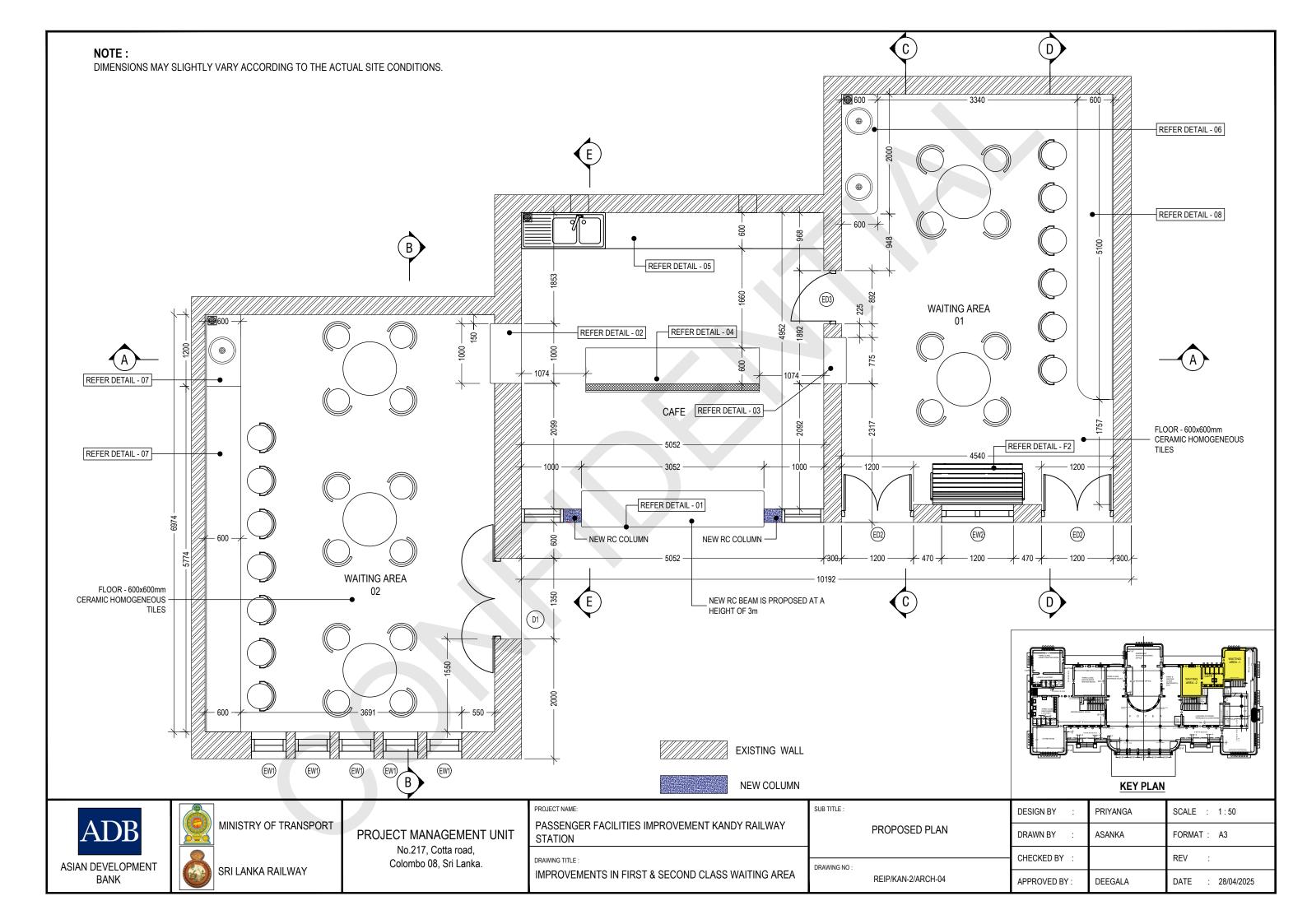


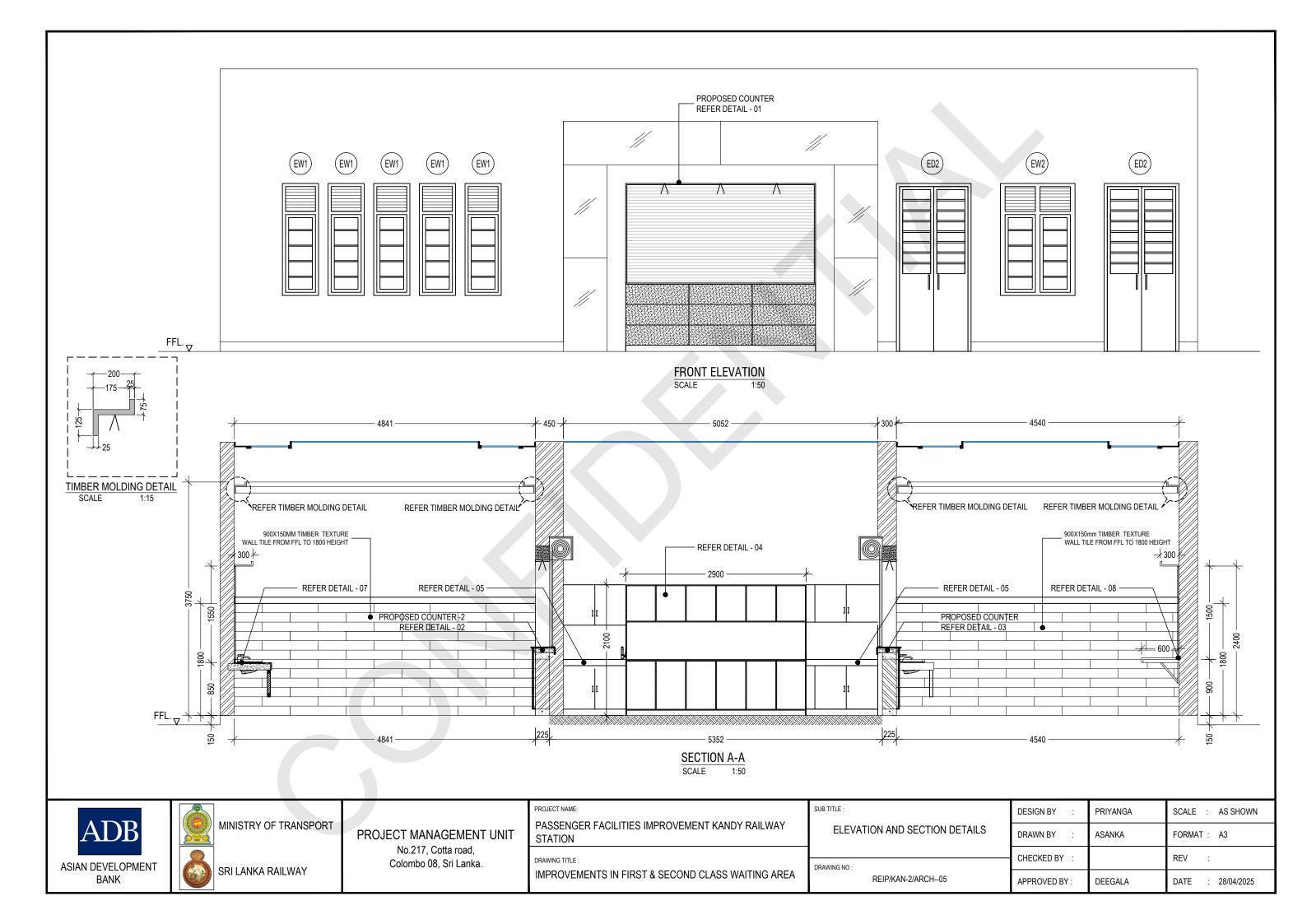


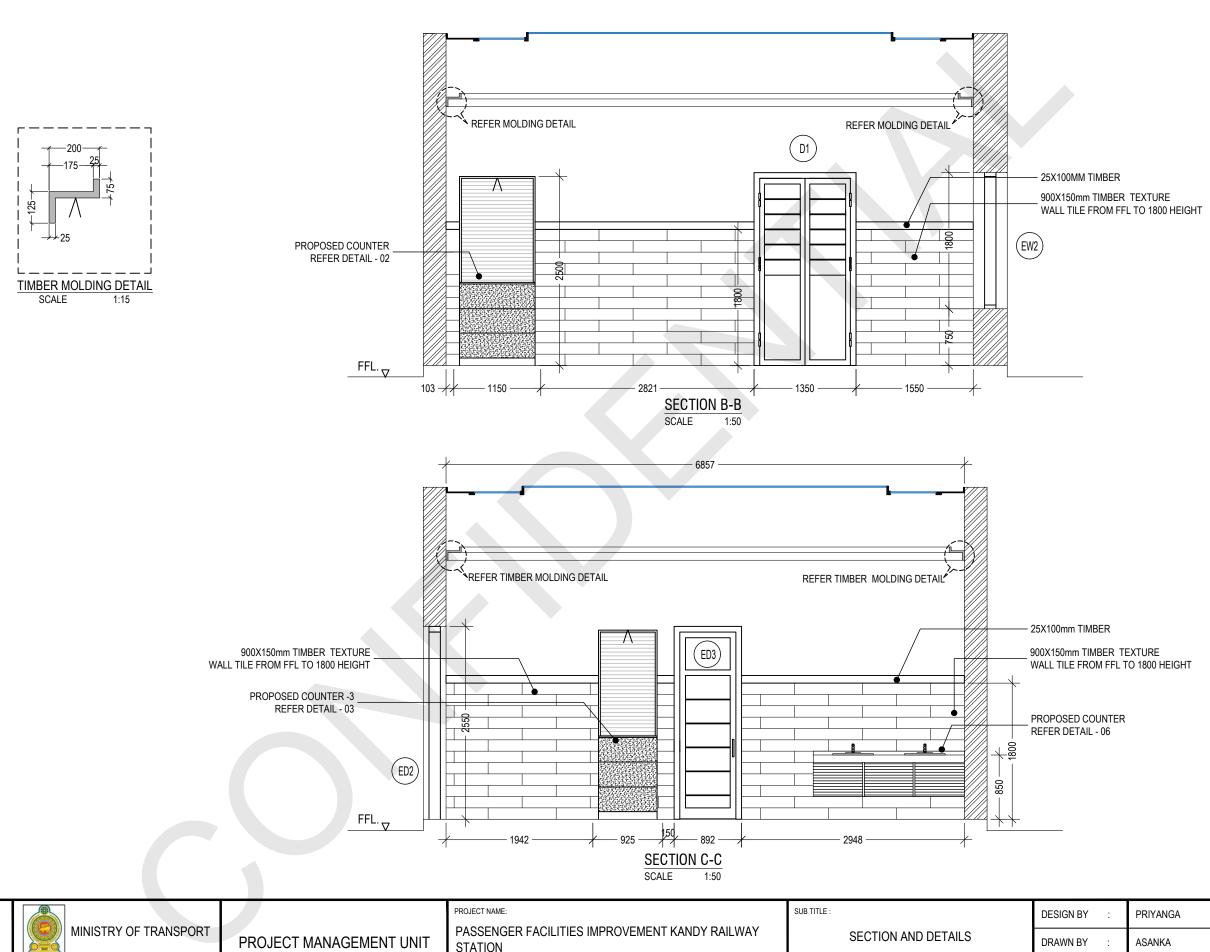
















No.217, Cotta road, Colombo 08, Sri Lanka. STATION

IMPROVEMENTS IN FIRST & SECOND CLASS WAITING AREA

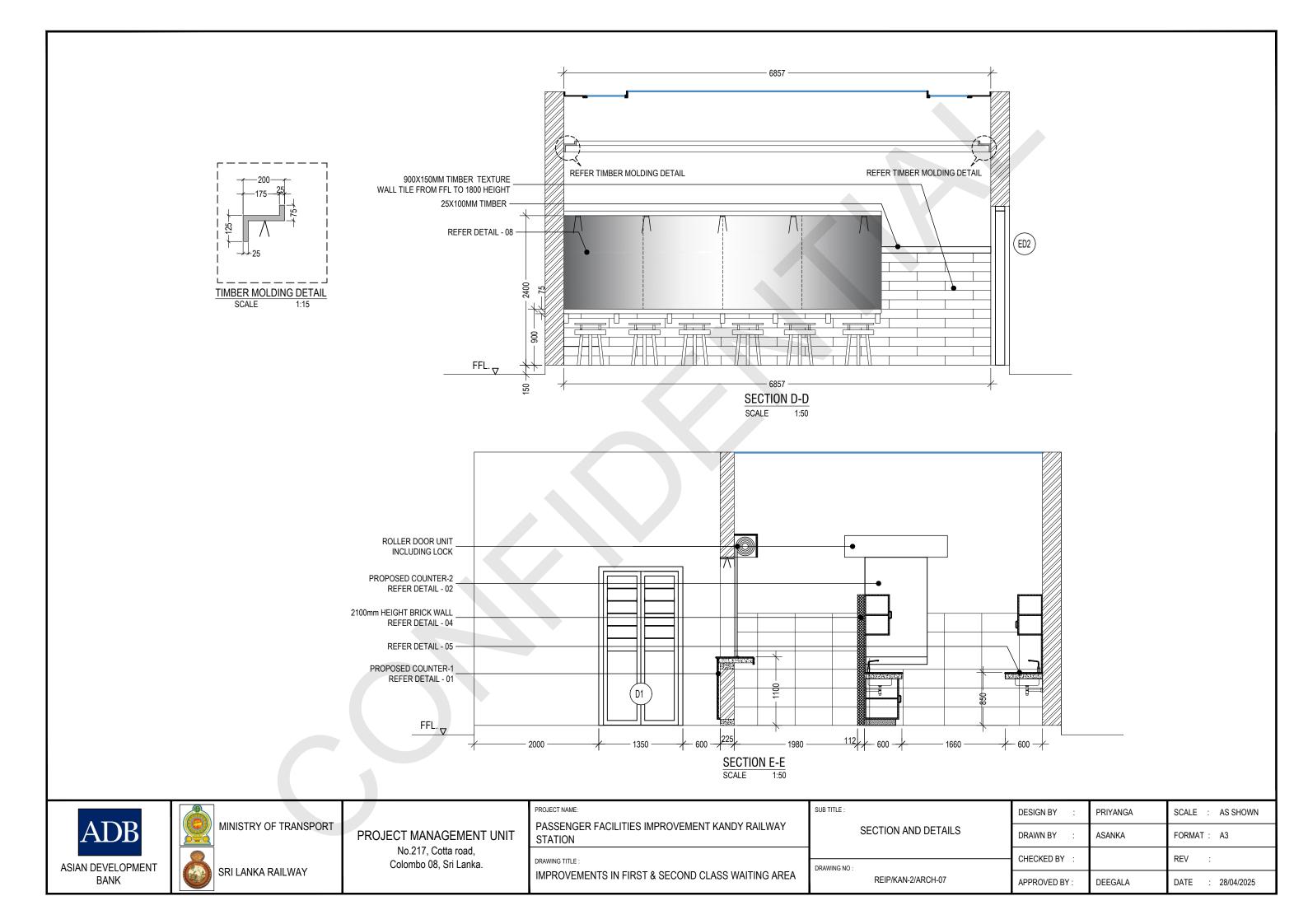
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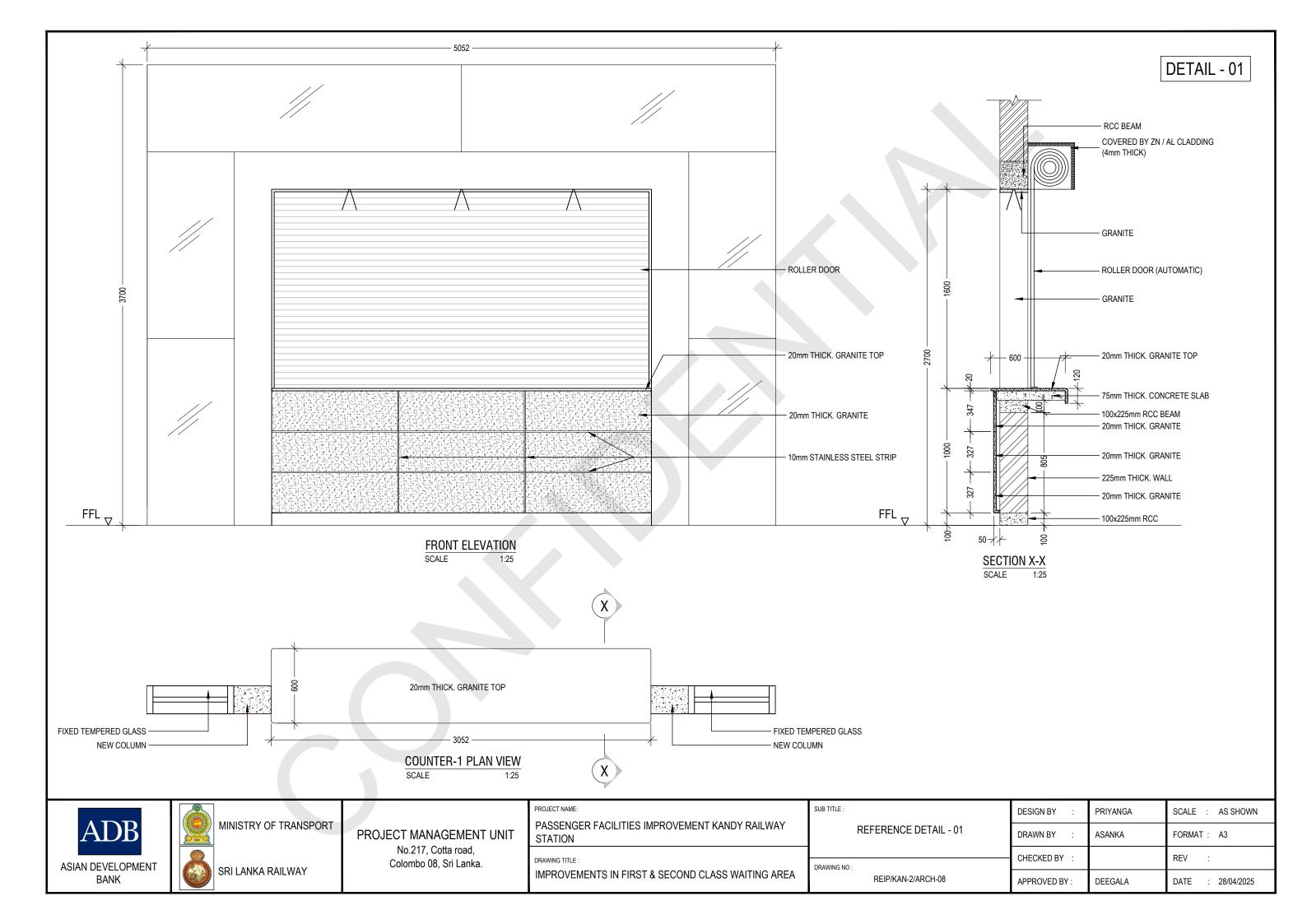
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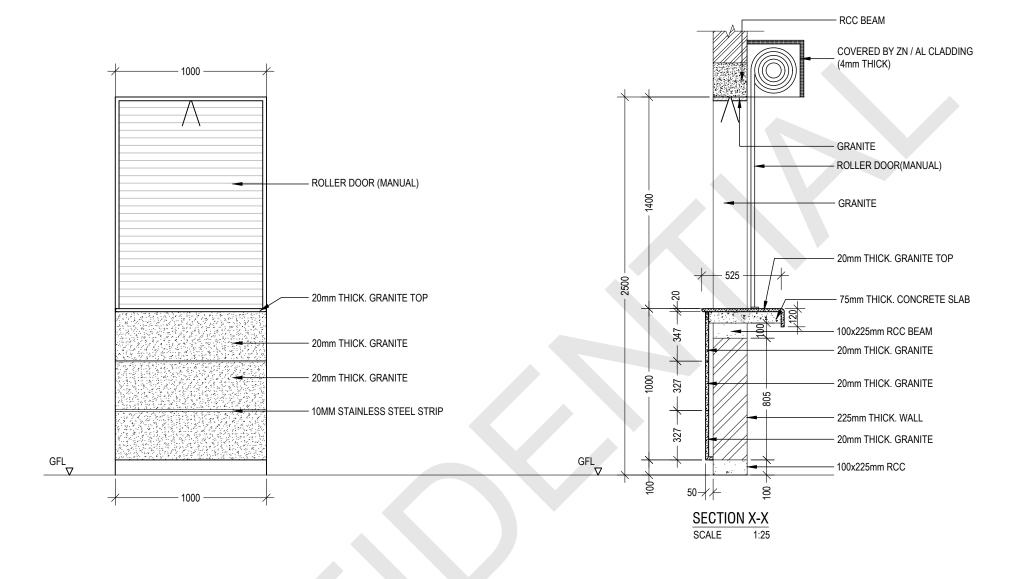
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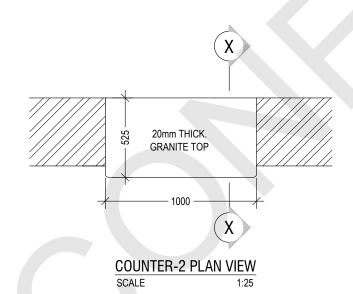
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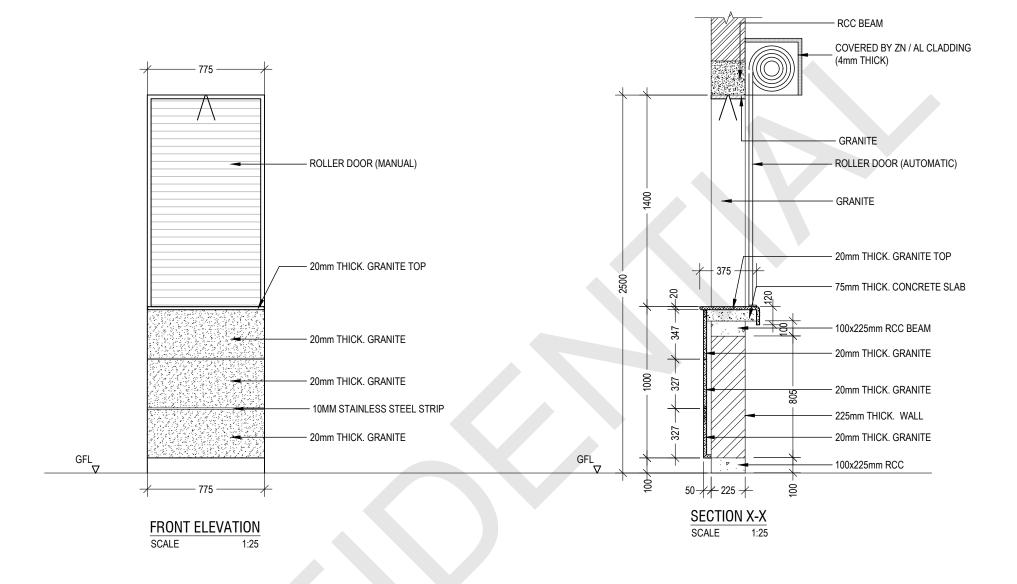


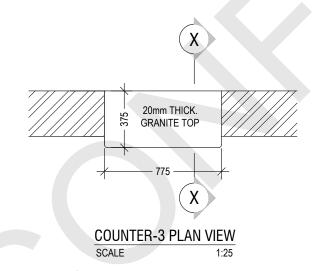


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PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION
DRAWING TITLE: IMPROVEMENTS IN FIRST & SECOND CLASS WAITING AREA

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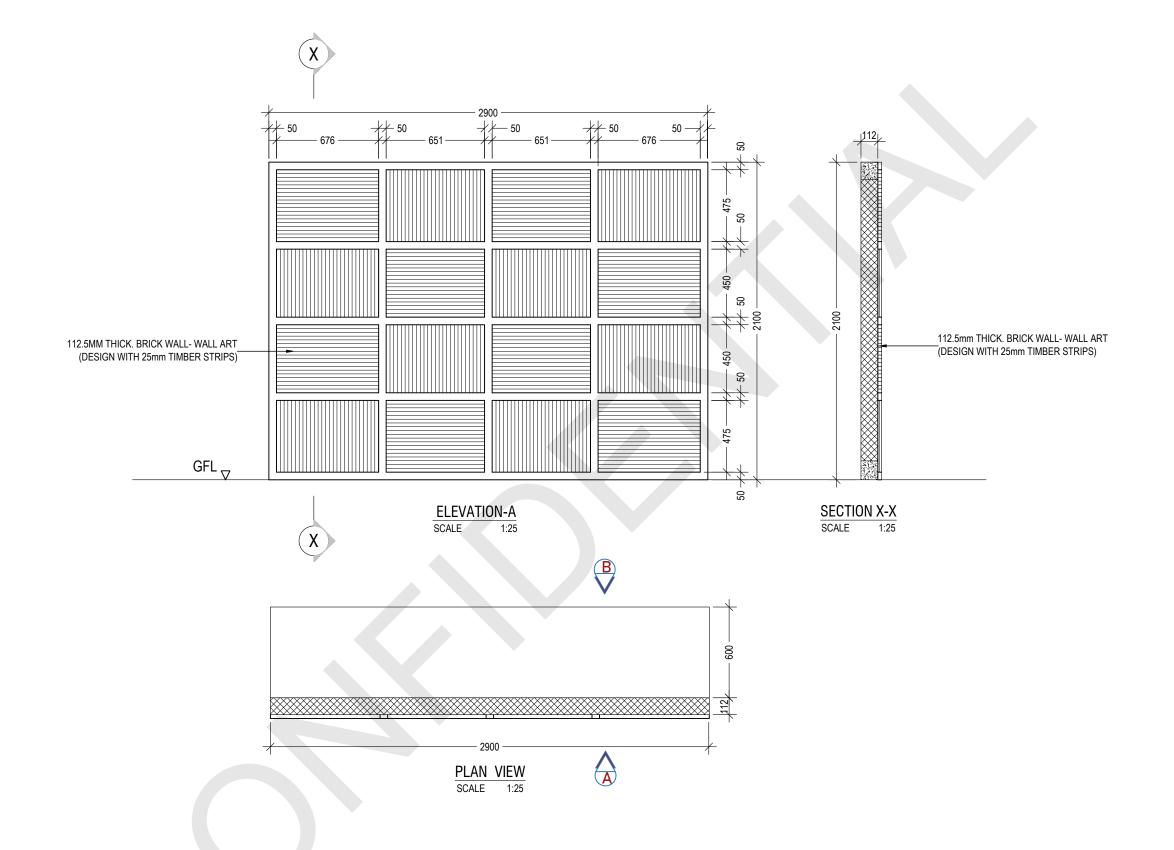




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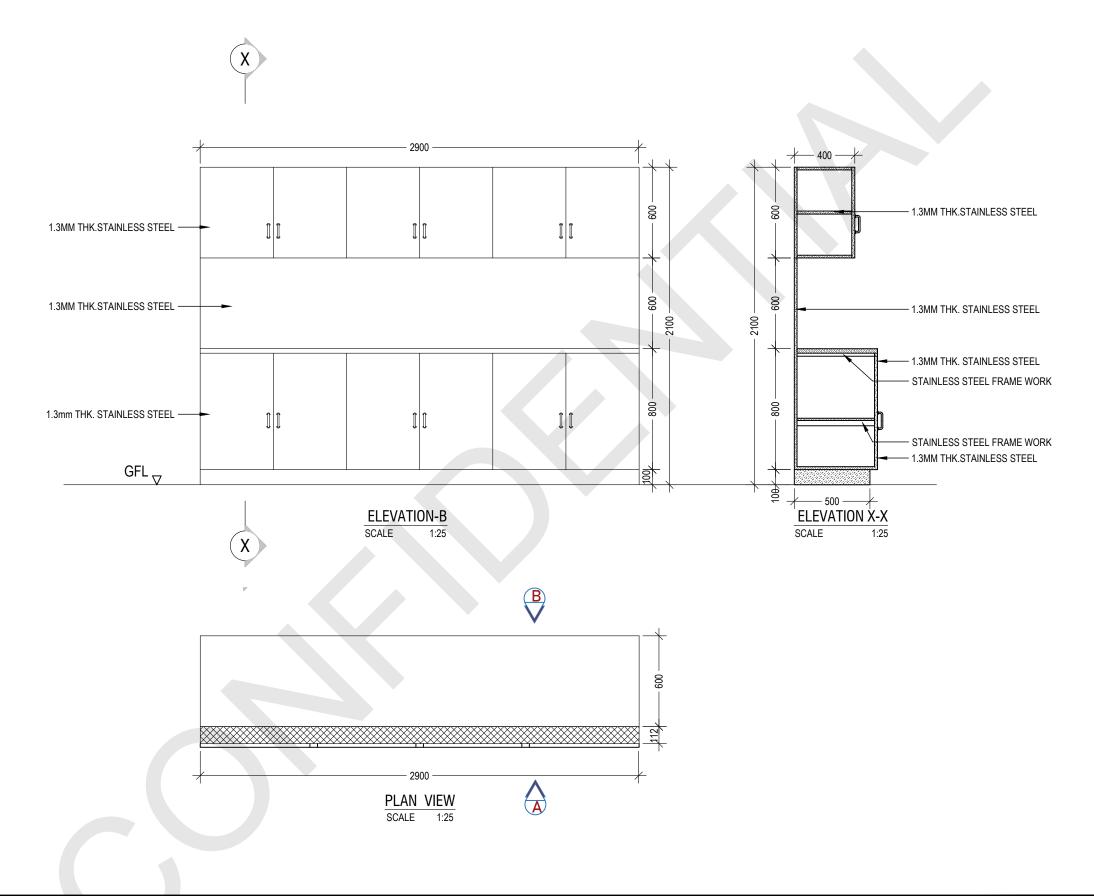






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PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY
STATION
DRAWING TITLE:
IMPROVEMENTS IN FIRST & SECOND CLASS WAITING AREA

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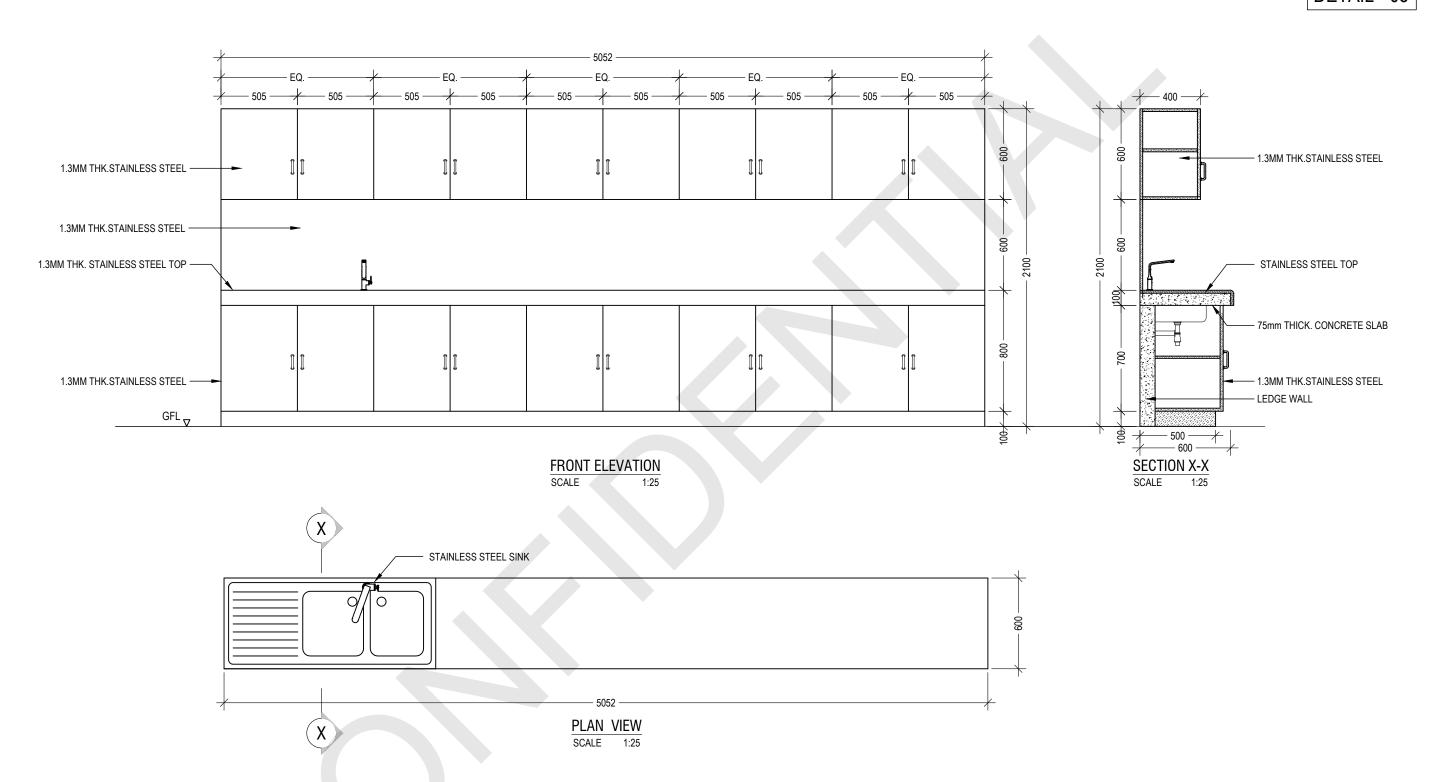






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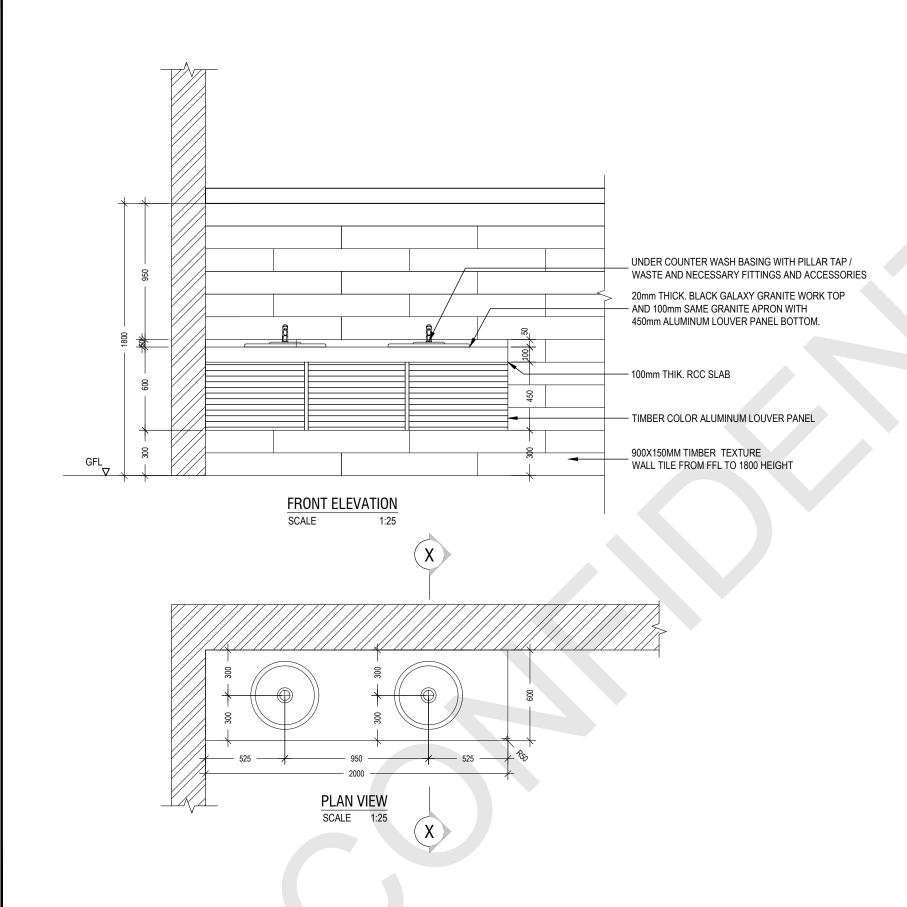


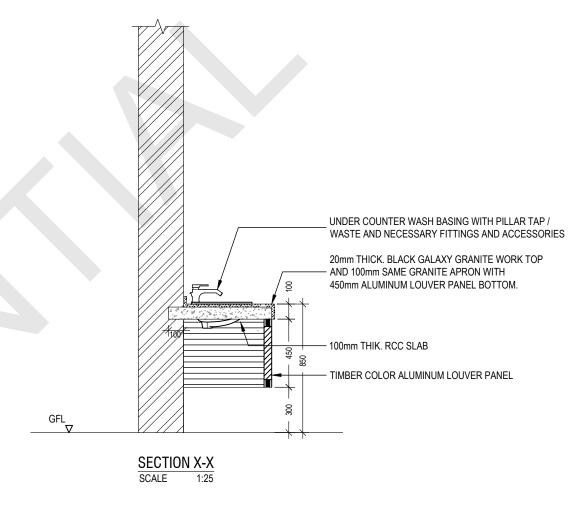




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PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION
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MINISTRY OF TRANSPORT

SRI LANKA RAILWAY

PROJECT MANAGEMENT UNIT No.217, Cotta road, Colombo 08, Sri Lanka.

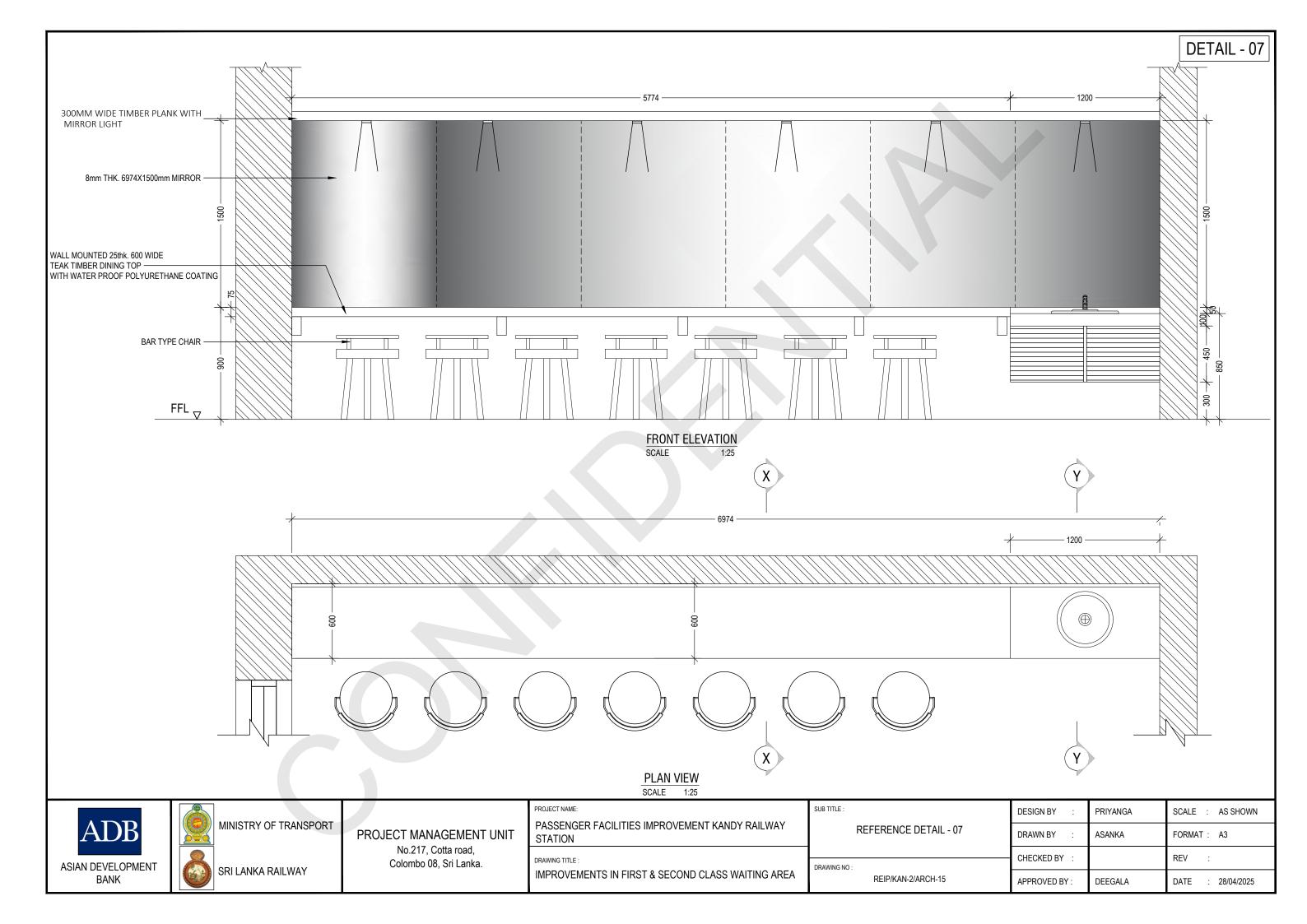
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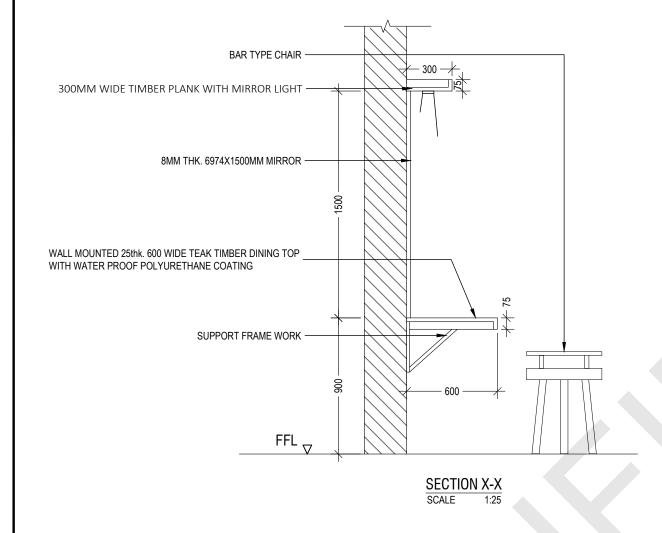
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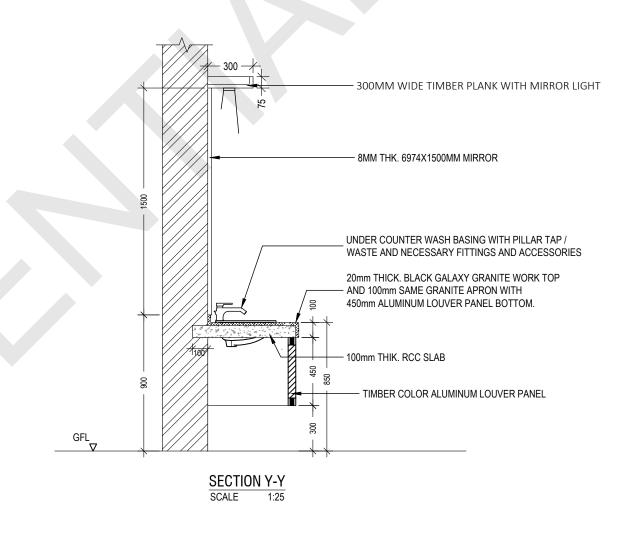
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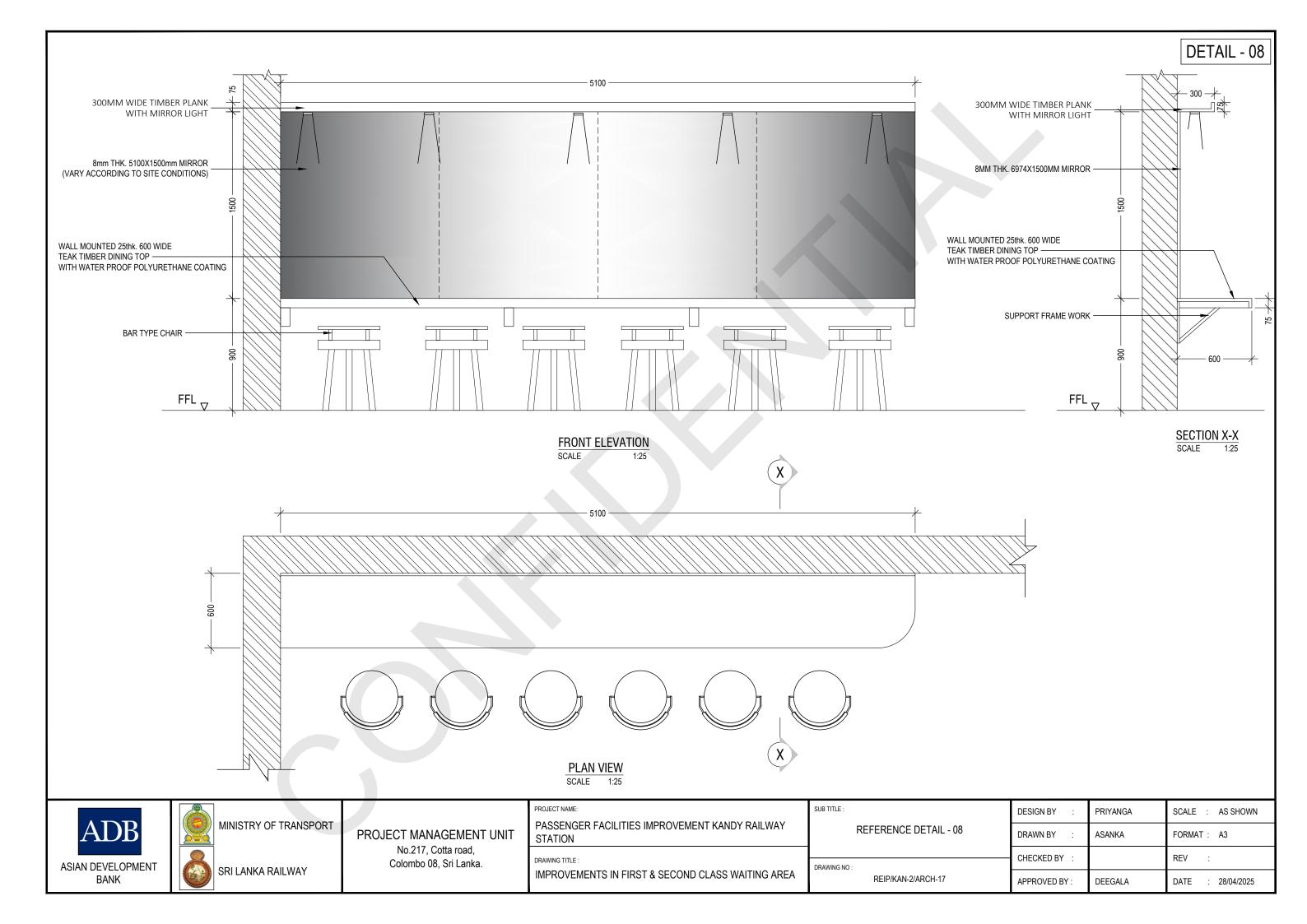


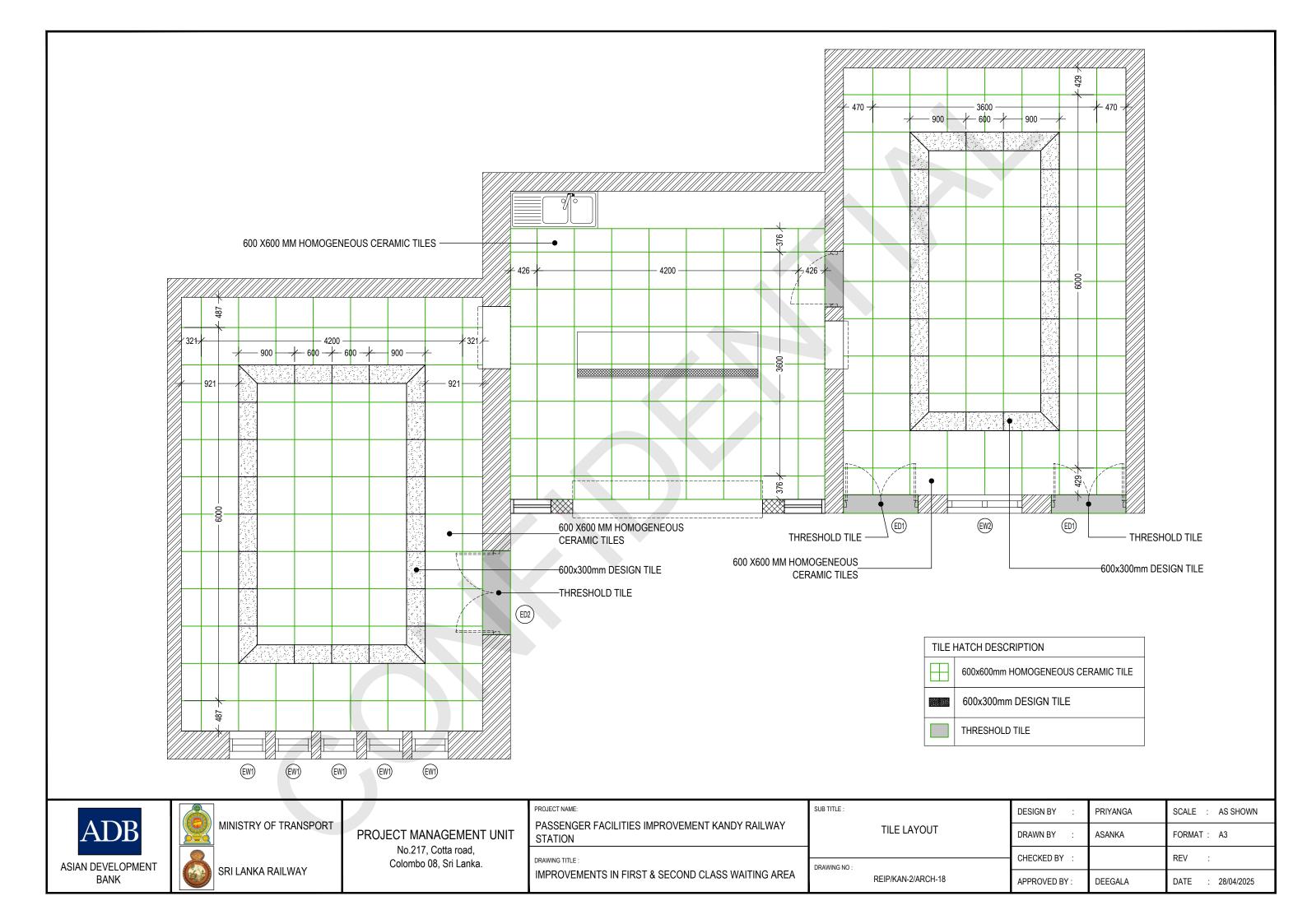


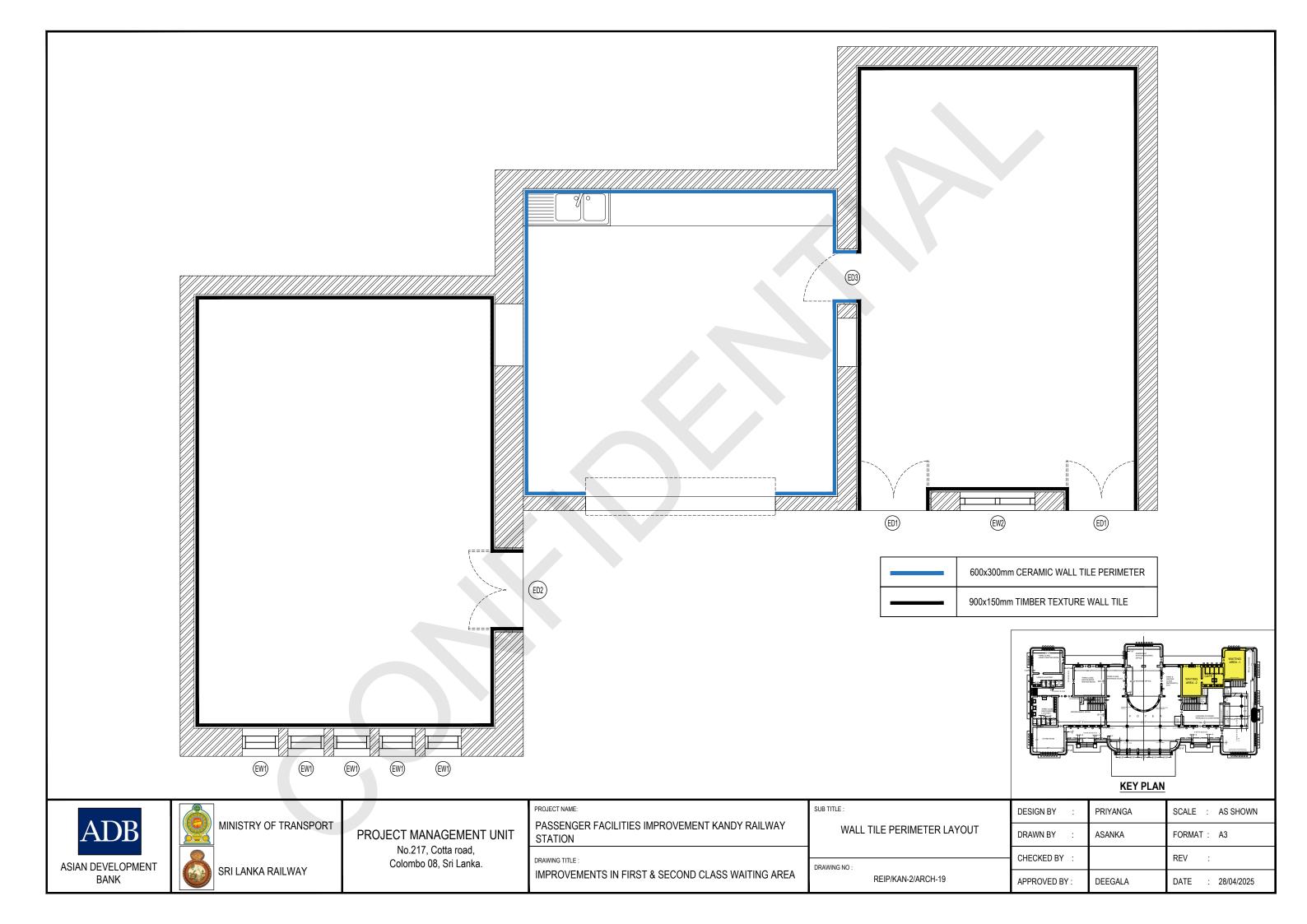


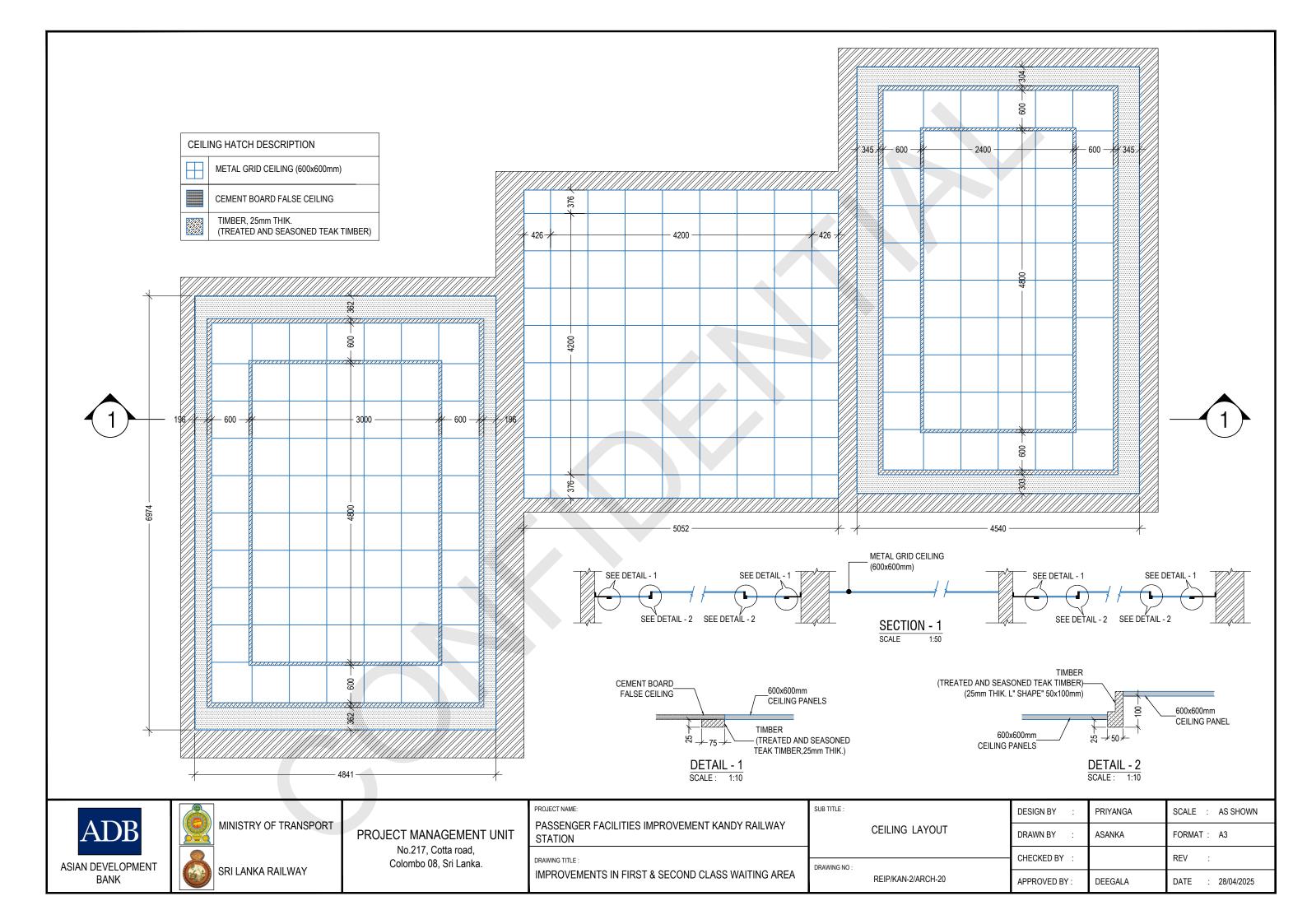
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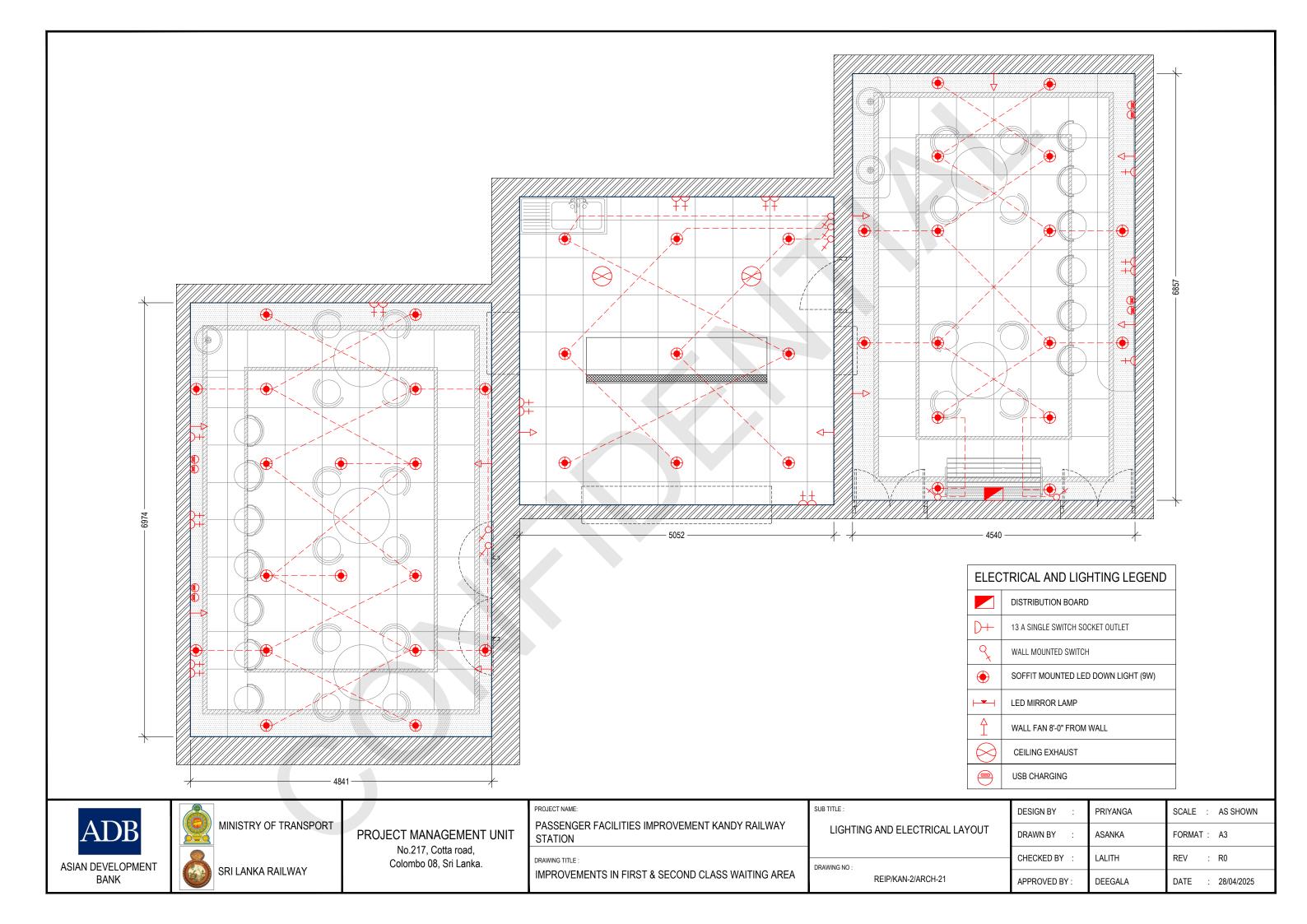
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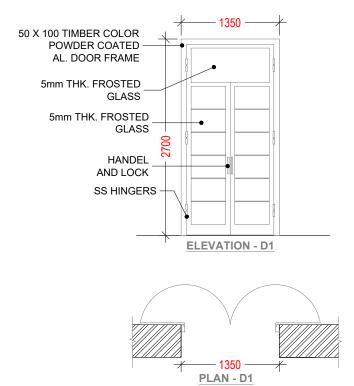


SCHEDULE OF FINISHING- RENOVATION OF RESTAURANT AND WAITING AREA @ KANDY

RESTAURANT AND WAITING AREA

ODAGE	VENTU ATION	FINISHES			
SPACE	VENTILATION	FLOORING	CEILING	WALL	
WAITING AREA- 1	NATURAL VENTILATION	ANTI-SLIP VITRIFIED TILES. (10mm TK 600mm x 600mm NON-SKID HOMOGINOUS TILED FLOOR WITH 2 TO 3mm GROUT)	METAL GRID CEILING DESING CEILING REFER - REIP/KAN/ARCH-18	900mm X 150mm TIMBER TEXTURE WALL TILE IN APPROVED COLOR UP TO 1800mm HIGH 12mm THICK CEMENT & SAND (1:3) SCREED BACKING. REST OF THE WALL ARE SMOOTH PLASTERED TO BE FINISHED WITH 2 COATS OF FILLER AND TO BE PAINTED WITH 2 COATS OF APPROVED INTERNAL PAINT AS PER MANUFACTURERS SPECIFICATIONS.	
WAITING AREA- 2	NATURAL VENTILATION	ANTI-SLIP VITRIFIED TILES (10mm TK 600mm x 600mm NON-SKID HOMOGINOUS TILED FLOOR WITH 2 TO 3mm GROUT)	METAL GRID CEILING DESING CEILING REFER - REIP/KAN/ARCH-18	900mm X 150mm TIMBER TEXTURE WALL TILE IN APPROVED COLOR UP TO 1800mm HIGH 12mm THICK CEMENT & SAND (1:3) SCREED BACKING. REST OF THE WALL ARE SMOOTH PLASTERED WALLS TO BE FINISHED WITH 2 COATS OF FILLER AND TO BE PAINTED WITH 2 COATS OF APPROVED INTERNAL PAINT AS PER MANUFACTURERS SPECIFICATIONS.	
CAFE	MECHANICAL VENTILATION (EXHAUST FAN)	ANTI-SLIP VITRIFIED TILES (10MM TK 600mm x 600mm NON-SKID HOMOGINOUS TILED FLOOR WITH 2 TO 3 mm GROUT)	METAL GRID CEILING (600mm X 600mm)	600mm X 300mm GLASED CERAMIC WALL TILE IN APPROVED COLOR UP TO 1800mm HIGH 12mm THICK CEMENT & SAND (1:3) SCREED BACKING. REST OF THE WALL ARE SMOOTH PLASTERED TO BE FINISHED WITH 2 COATS OF FILLER AND TO BE PAINTED WITH 2 COATS OF APPROVED INTERNAL PAINT AS PER MANUFACTURERS SPECIFICATIONS.	

SCHEDULE OF OPENINGS-NEW ALUMINUM		DOORS	
TYPE	DESCRIPTION	SIZE	NOS
D1	POWDER COATED AL. FRAMED DOUBLE SASH GLAZED DOOR	1350 X 2700	01







PROJECT NAME:	S
PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION	
DRAWING TITLE: IMPROVEMENTS IN FIRST & SECOND CLASS WAITING AREA	С

SUB TITLE :		DESIGN BY :	PRIYANGA	SCALE : AS SHOWN
	SCHEDULE OF FINISHES	DRAWN BY :	ASANKA	FORMAT : A3
DRAWING NO :		CHECKED BY :	LALITH	REV : R0
REIP/KAN-2/ARCH-22		APPROVED BY :	DEEGALA	DATE : 28/04/2025

SCHEDULE OF FURNITURE - RENOVATION OF RESTAURANT AND WAITING AREA @ KANDY

RESTAURANT AND WAITING AREA

TYPE	DESCRIPTION	IMAGE	TYPE	DESCRIPTION	IMAGE	
F1	DINING TABLE: Metal Dining Suite Size: Dia-90cm Height-80cm CHAIRS: Metal Dining Chairs pure plastic and powder coated steel fixed with anti-slip bushings WATING CHAIR: Half Circle Bench Teak Timber & Flat iron Size: Length-1500 Width-500cm Height-825cm		L1 PENDANT LAMP MINIMUM SIZE - 8" DIAMETER AND Zn/Ai POWDER COATED LAMP SHADE APPROVED BY CONSULTANT.			
F2			L2	SURFACE MOUNTED LED LAMP MINIMUM SIZE - 4" DIAMETER 6W FOR MIRROR LIGHTS (WAITING, CHANGING & FEEDING AREAS) WARM COLOUR LED LIGHT		
ТВ			L3	HELESTRA DORO PENDANT LIGHT WHITE MINIMUM SIZE – 40cm DIAMETER AND Zn/Ai POWDER COATED LAMP SHADE APPROVED BY CONSULTANT.		

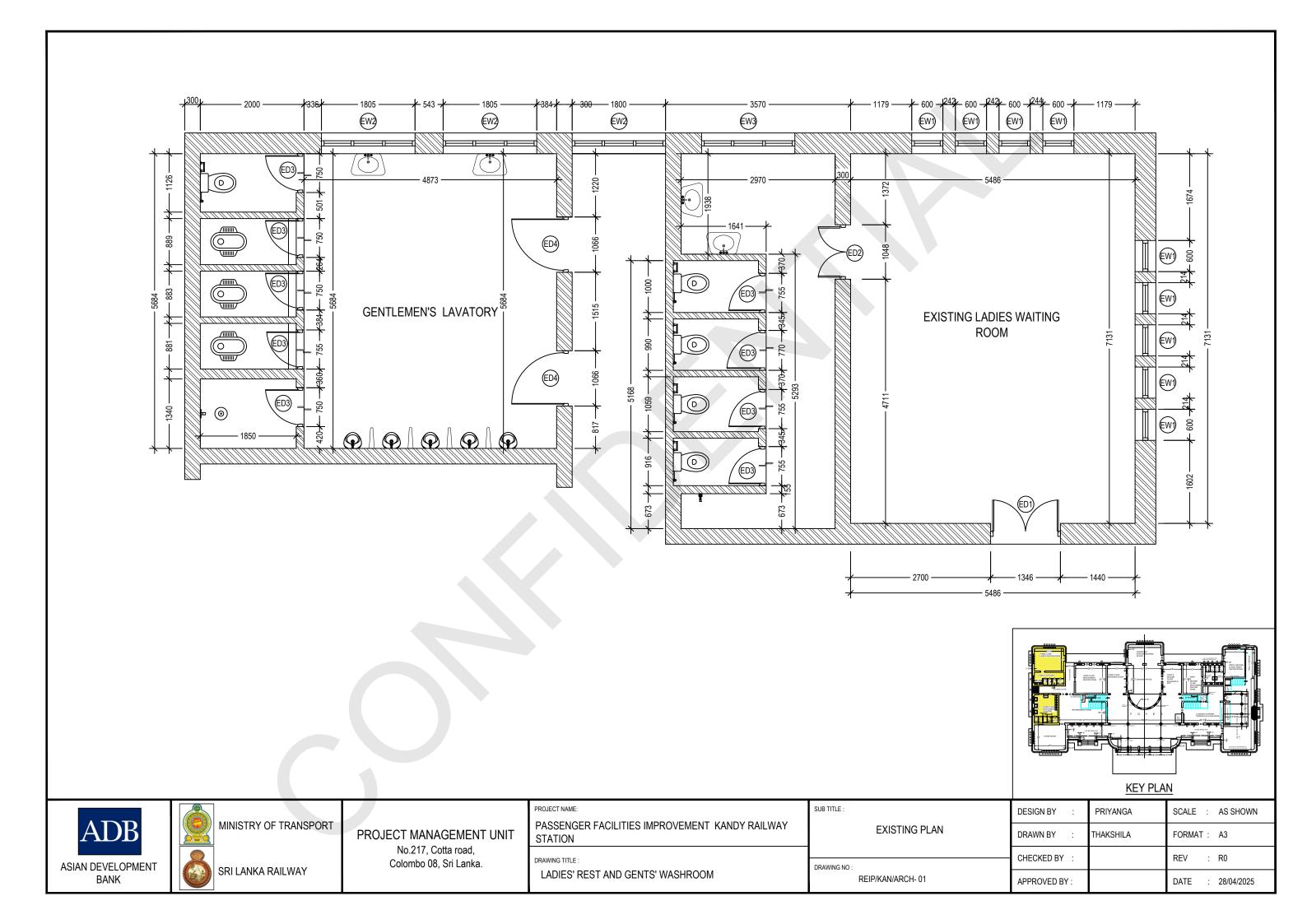


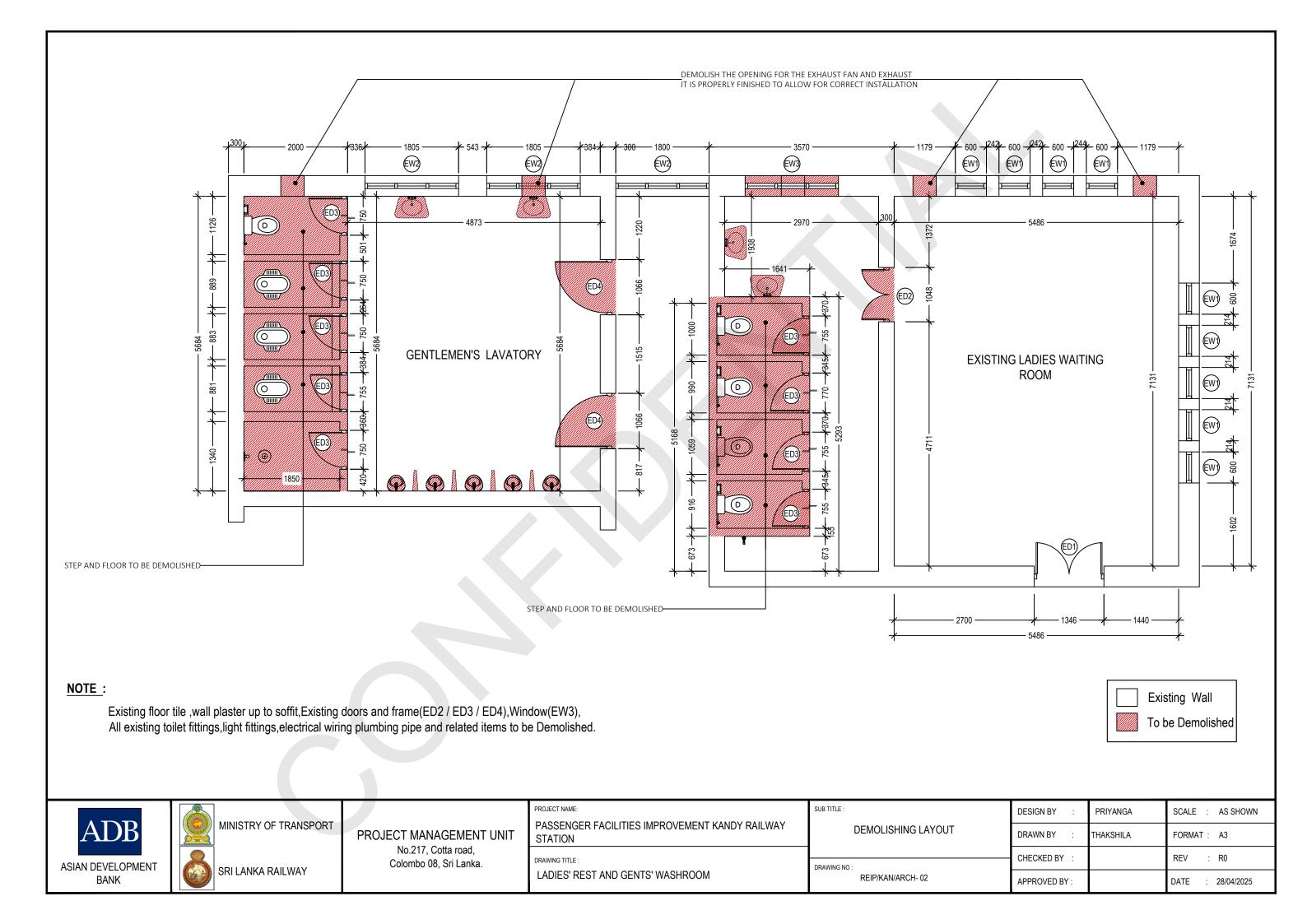


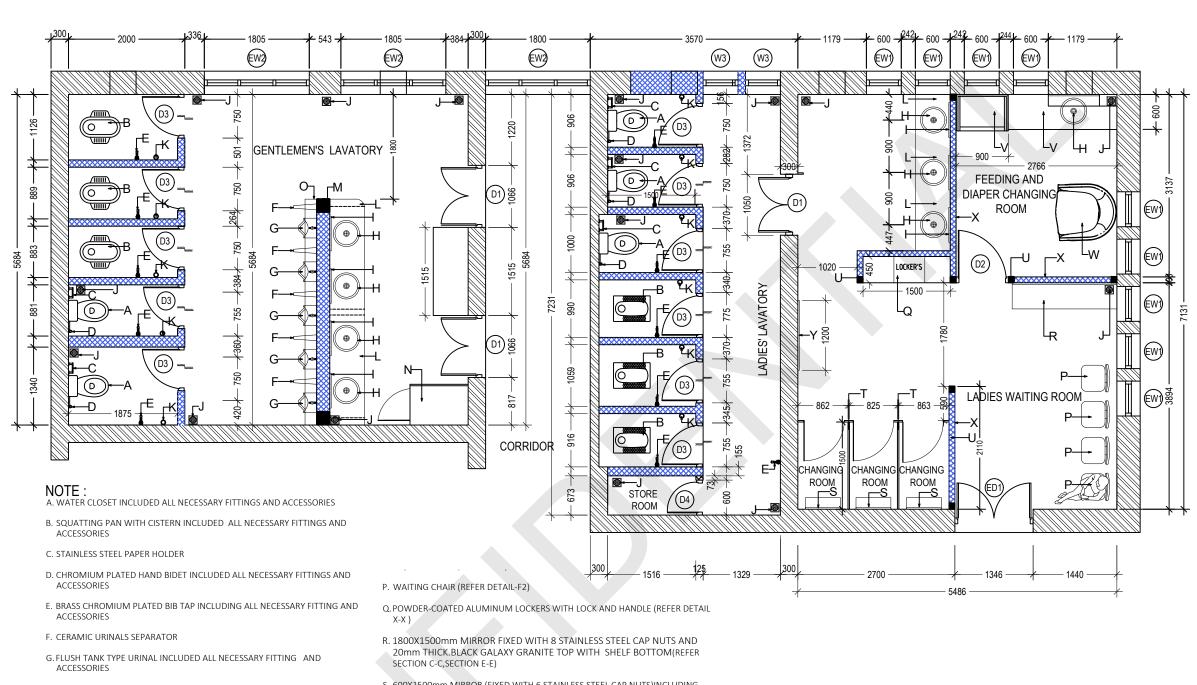
ı	PROJECT NAME:
	PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION
	DRAWING TITLE: IMPROVEMENTS IN FIRST & SECOND CLASS WAITING AREA

SUB TITLE :	DESIGN BY :	PRIYANGA	SCALE : AS SHOWN
SCHEDULE OF FURNITURE AND FITTINGS	DRAWN BY :	ASANKA	FORMAT : A3
DRAWING NO :	CHECKED BY :	LALITH	REV : R0
REIP/KAN-2/ARCH-23	APPROVED BY :	DEEGALA	DATE : 28/04/2025

LADIES' REST AND GENTS' WASHROOM AT KANDY RAILWAY STATION





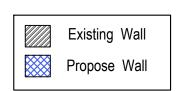


- H. UNDER COUNTER WASH BASING WITH PILLAR TAP / WASTE INCLUDED ALL NECESSARY FITTINGS AND ACCESSORIES
- I. 600X900 MIRROR (FIXED WITH 4 STAINLESS STEEL CAP NUTS)
- J. STAINLESS STEEL GULLY COVER
- K. STAINLESS STEEL CLOTH HOOK
- L. 20mm THICK. BLACK GALAXY GRANITE WORK TOP AND 100mm SAME GRANITE APRON WITH 450mm ALUMINUM LOUVER PANEL BOTTOM. (REFER DETAIL F-F,SECTION B-B,SECTION D-D,SECTION H-H,SECTION I-I)
- M.NEW 225mm SOLID BRICK WALL INCLUDING FOUNDATION SUITABLE TIE BEAMS AND STIFFENERS.
- N. STORAGE WITH POWDER-COATED 100mm ALUMINUM FRAMES, MEASURING 2300mm IN HEIGHT AND LOUVERED DOOR EQUIPPED WITH A LOCK AND HANDLE. (REFER DETAIL Z-Z)
- O. 200mm WELL-SEASONED AND TREATED TEAK TIMBER SHELF (REFER DETAIL F-F,SECTION G-G,SECTION I-I)

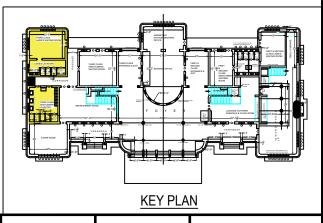
- S. 600X1500mm MIRROR (FIXED WITH 6 STAINLESS STEEL CAP NUTS)INCLUDING TIMBER SHELF 600X200mm
- T. 2400mm HPL PARTITION SYSTEM WITH SUITABLE NYLON FITTINGS INCLUDING A
- U. NEW 112.5mm SOLID BRICK WALL INCLUDING SUITABLE TIE BEAMS AND STIFFENERS & FOUNDATION
- V. DIAPER CHANGING BAY (REFER SECTION A-) INCLUDING UNDER COUNTER SINK, 20mm THICK. BLACK GALAXY GRANITE TOP, GRANITE APRON AND DIAPER CHANGING
- W. SOFA (REFER F1)
- X. HD WALL PICTURE (SECTION B-B)
- Y. 1200X2100 MIRROR (FIXED WITH 6 STAINLESS STEEL CAP UNITS)TIMBER FRAME & 200MM WELL-SEASONED AND TREATED TEAK TIMBER SHELF

NOTE:

DIMENSIONS MAY SLIGHTLY VARY ACCORDING TO THE ACTUAL SITE CONDITIONS.



DRAWING NO







MINISTRY OF TRANSPORT

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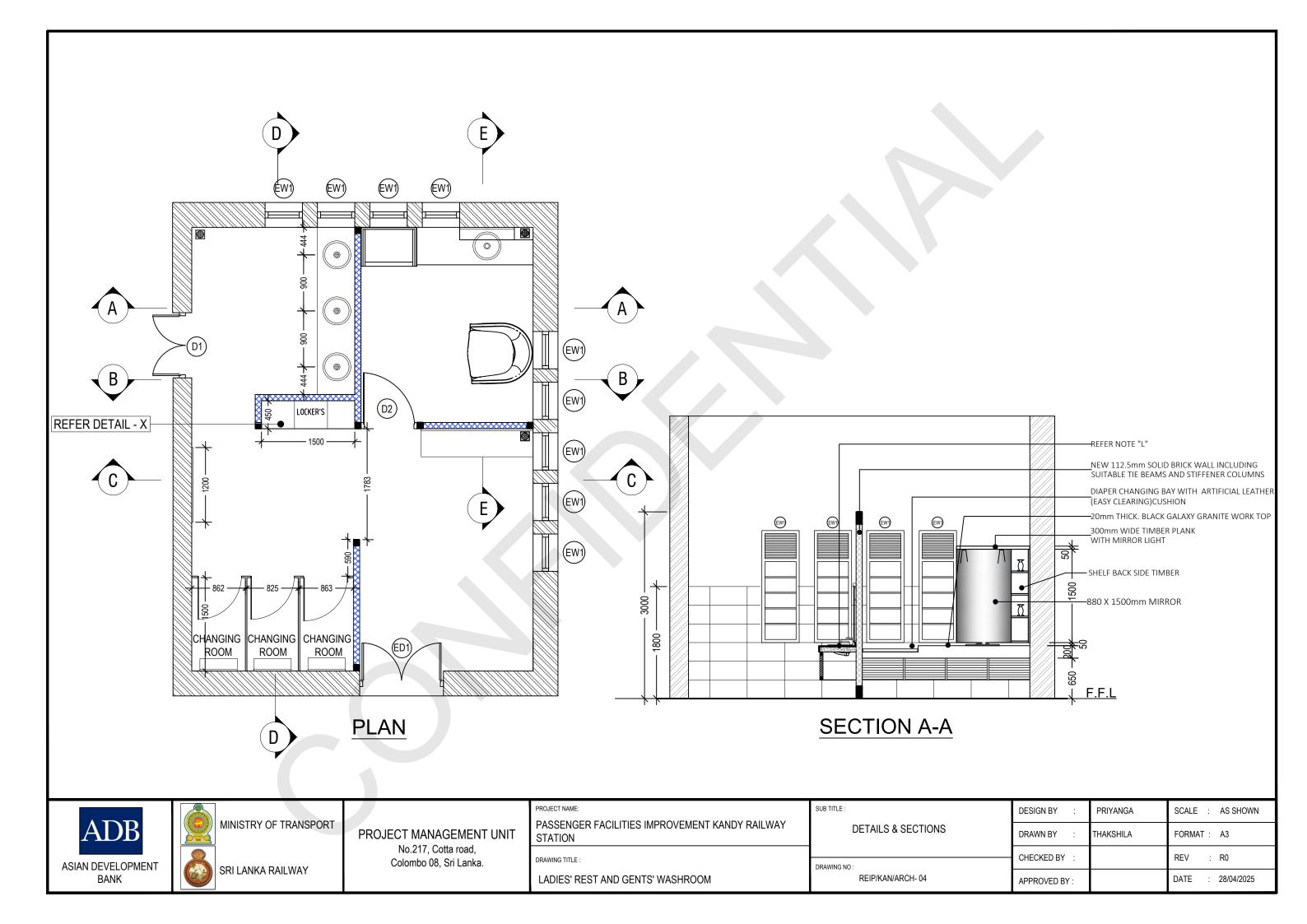
PROJECT NAME: PASSENGER FACILITIES IMPROVEMENT KANDY **RAILWAY STATION**

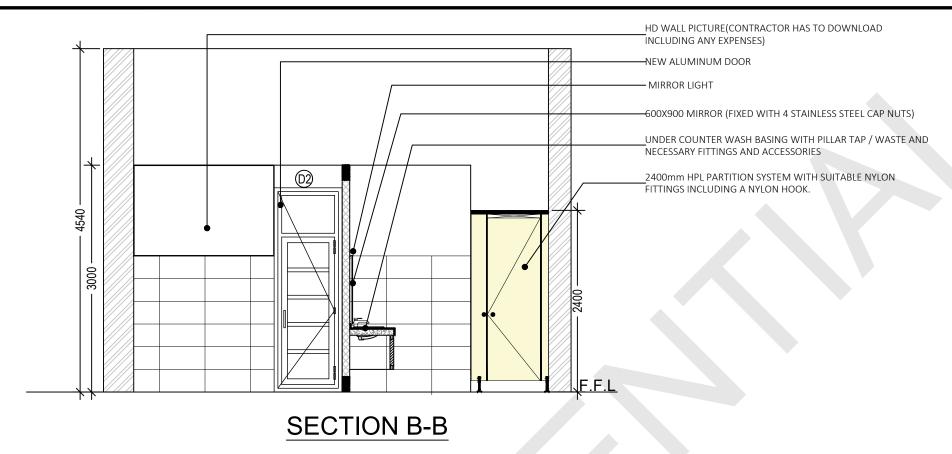
LADIES' REST AND GENTS' WASHROOM

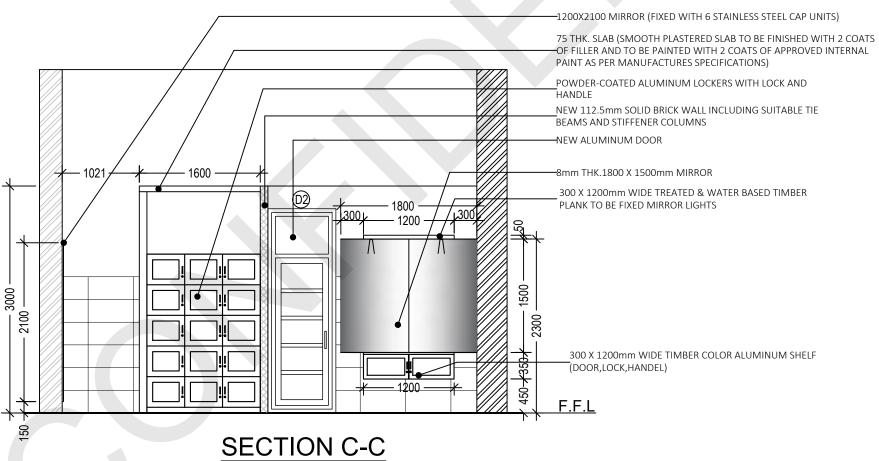
SUB TITLE : PROPOSED PLAN

REIP/KAN/ARCH- 03

DESIGN BY PRIYANGA SCALE AS SHOWN DRAWN BY THAKSHILA FORMAT: A3 CHECKED BY REV R0 APPROVED BY : DATE : 28/04/2025







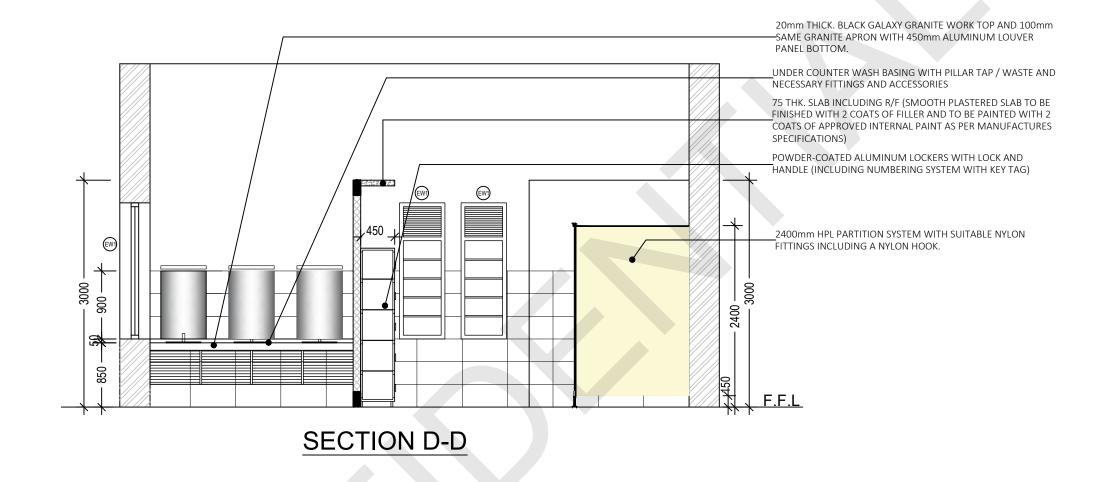




DRAWING TITLE :
PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION
PROJECT NAME:

LADIES' REST AND GENTS' WASHROOM

SUB TITLE:		DESIGN BY :	PRIYANGA	SCALE : AS SHOWN
	DETAILS & SECTIONS	DRAWN BY :	THAKSHILA	FORMAT : A3
	DRAWING NO :	CHECKED BY :		REV : R0
	REIP/KAN/ARCH- 05	APPROVED BY :		DATE : 28/04/2025







SRI LANKA RAILWAY

PROJECT MANAGEMENT UNIT No.217, Cotta road, Colombo 08, Sri Lanka. PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION

DRAWING TITLE:

LADIES' REST AND GENTS' WASHROOM

SUB TITLE :	DETAILS & SECTIONS	DESIGN BY :	PRIYANGA
		DRAWN BY :	THAKSHILA
		CHECKED BY :	
DRAWING NO	:	CHECKED BT .	

APPROVED BY:

REIP/KAN/ARCH- 06

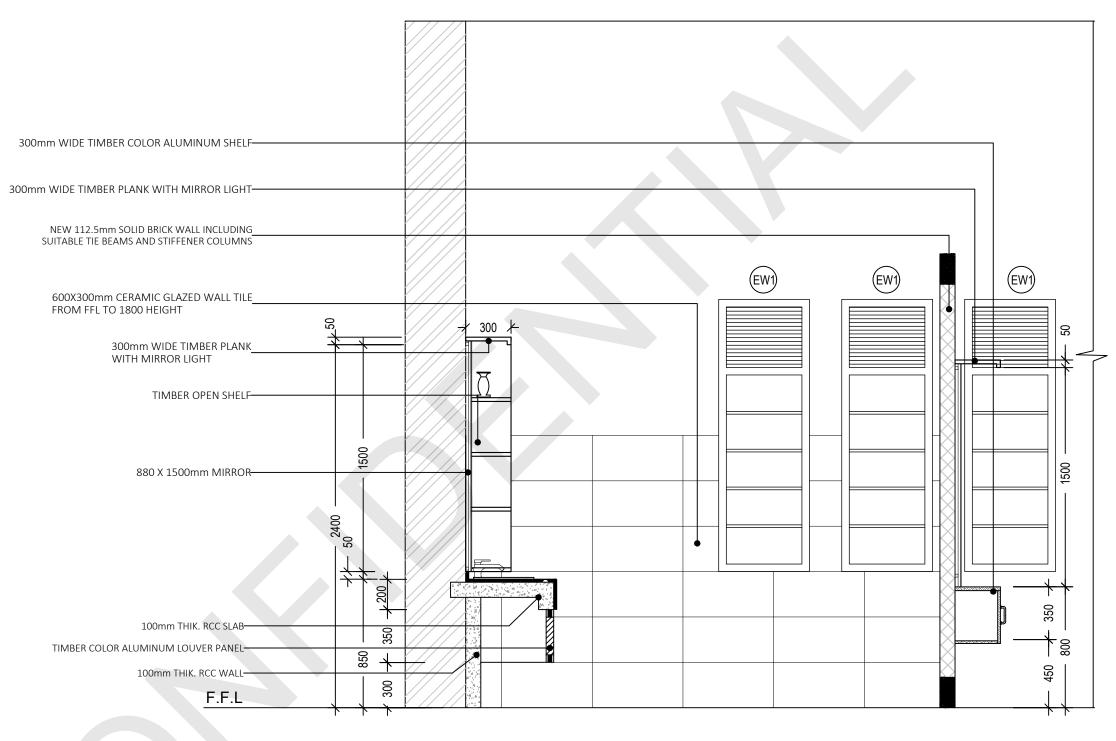
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DATE : 28/04/2025

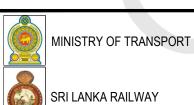
FORMAT : A3

REV



SECTION E-E





PROJECT MANAGEMENT UNIT No.217, Cotta road,

Colombo 08, Sri Lanka.

PROJECT NAME:

PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION

DRAWING TITLE:

LADIES' REST AND GENTS' WASHROOM

DETAILS & SECTIONS

DESIGN BY : PRIYANGA

DRAWN BY : THAKSHILA

CHECKED BY :

REIP/KAN/ARCH- 07

APPROVED BY :

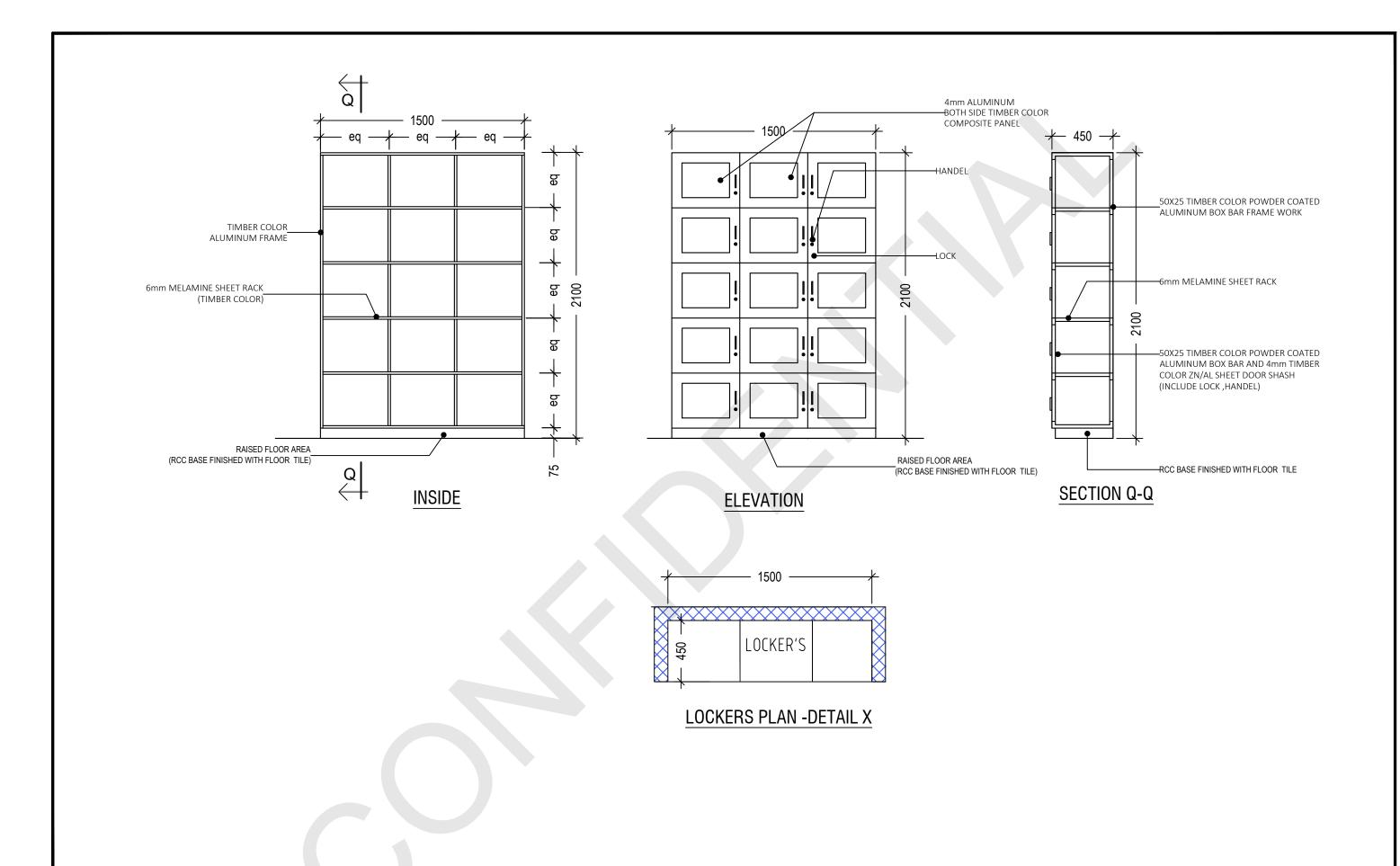
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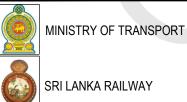
DATE : 28/04/2025

FORMAT : A3

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PROJECT NAME:

PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION

DRAWING TITLE:

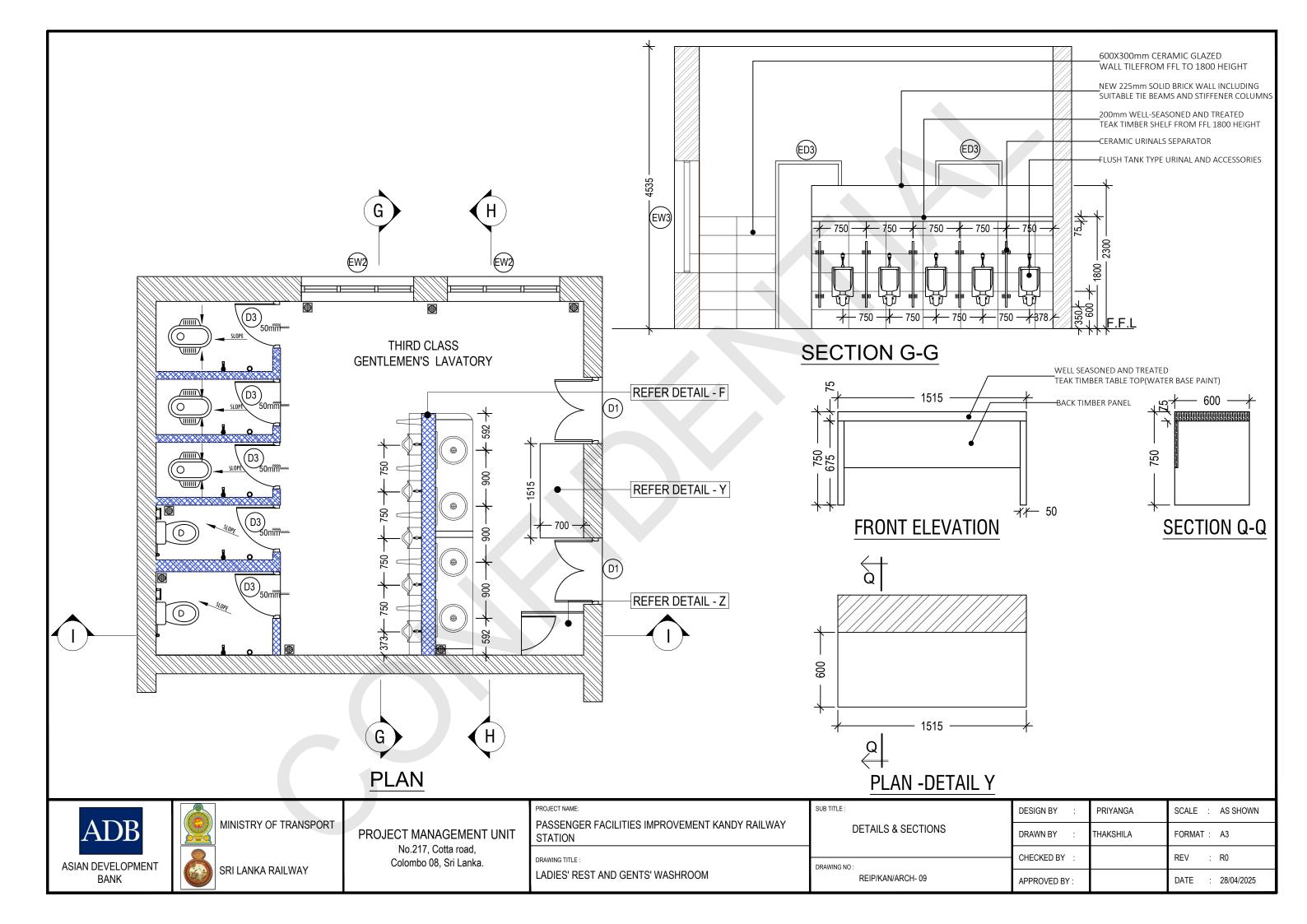
LADIES' REST AND GENTS' WASHROOM

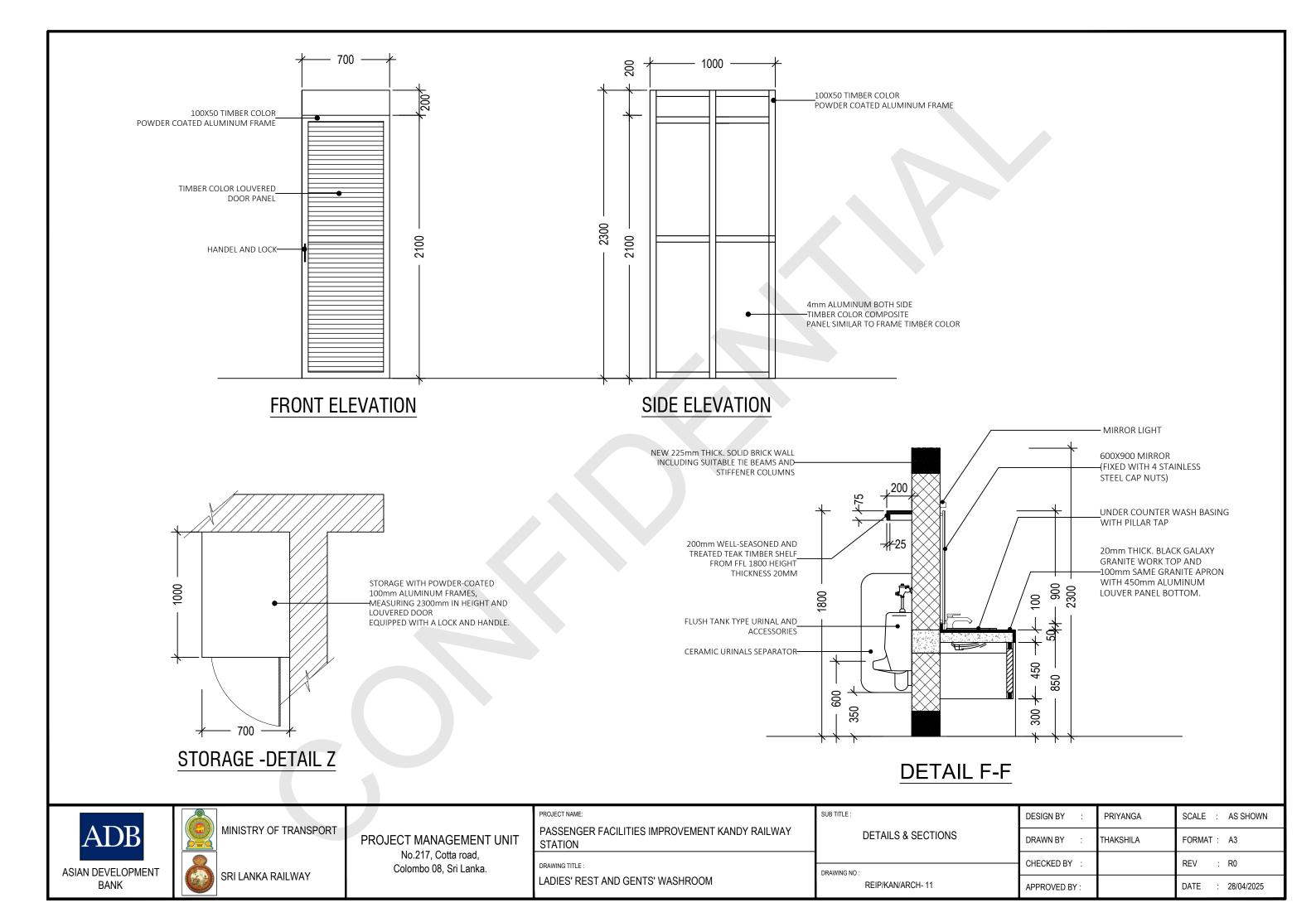
DETAILS & SECTIONS

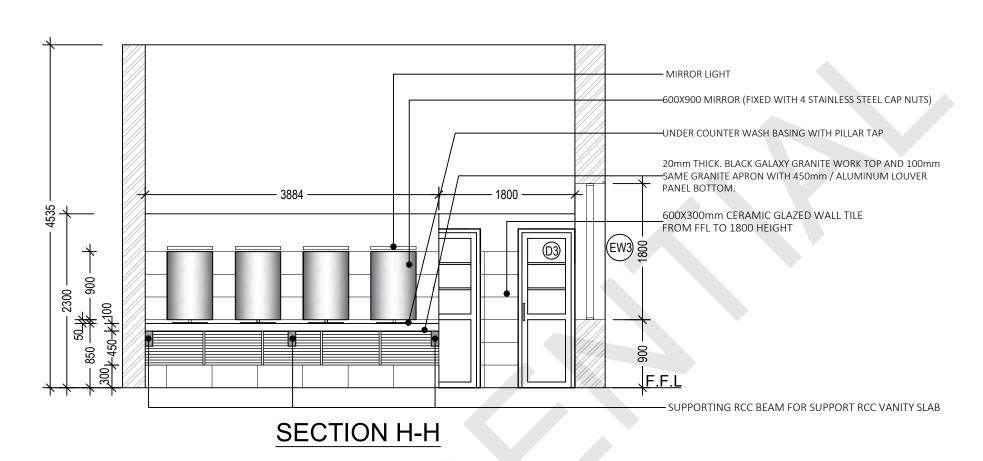
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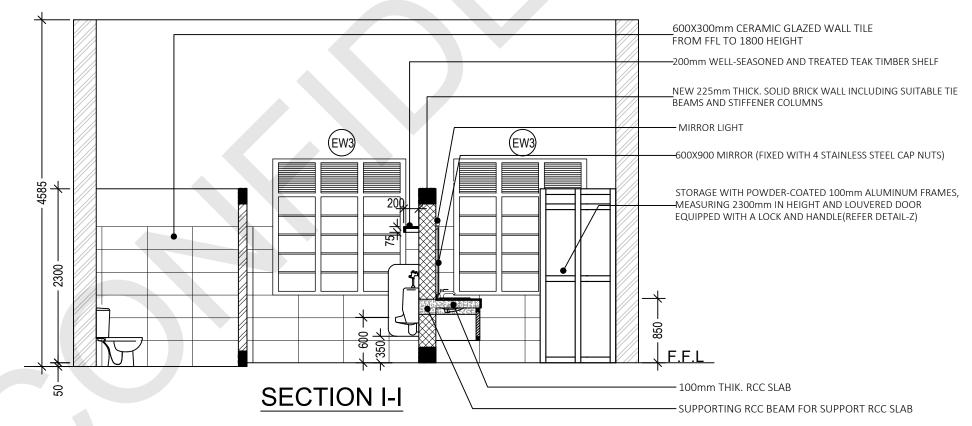
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DESIGN BY :	PRIYANGA	SCALE :	AS SHOWN
DRAWN BY :	THAKSHILA	FORMAT :	A3
CHECKED BY :		REV :	R0
APPROVED BY :		DATE :	28/04/2025









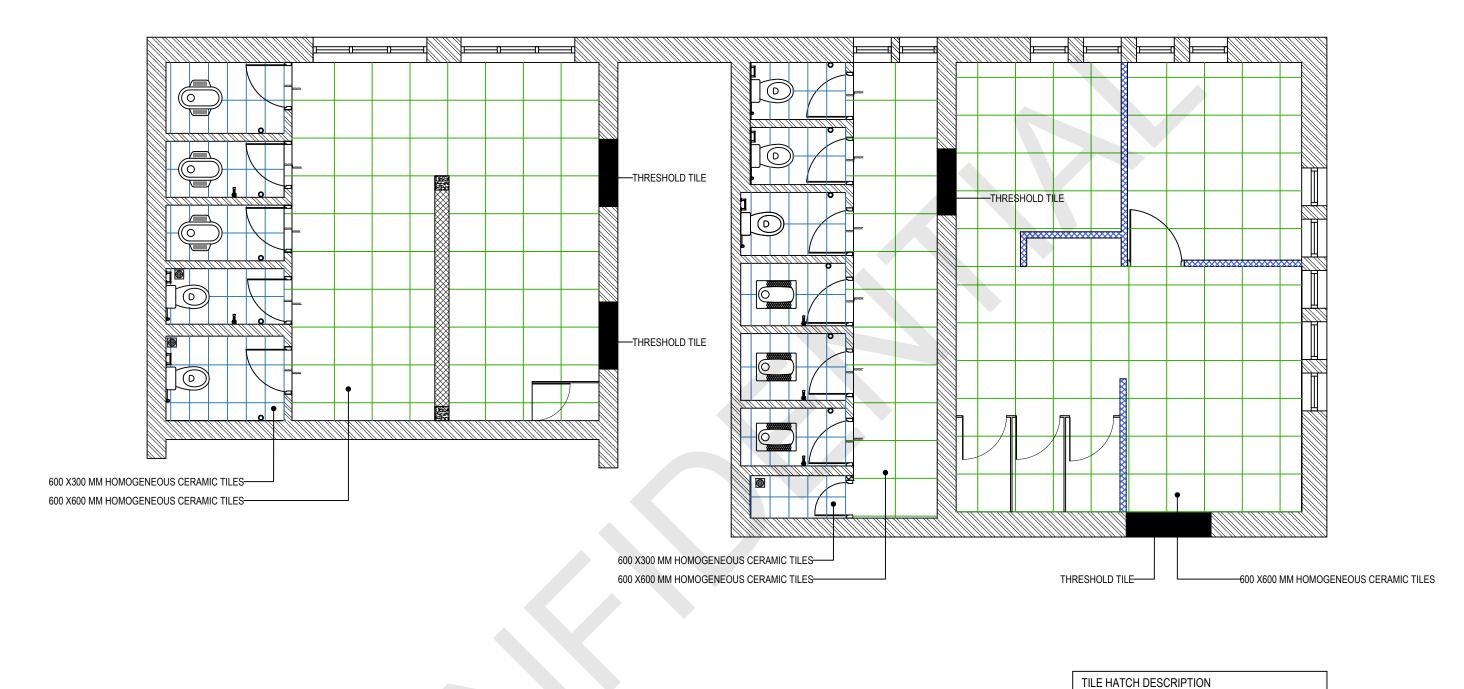




PROJECT NAME:
PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION
DRAWING TITLE:

LADIES' REST AND GENTS' WASHROOM

SUB TITLE :	DESIGN BY :	PRIYANGA	SCALE : AS SHOWN
DETAILS & SECTIONS	DRAWN BY :	THAKSHILA	FORMAT : A3
DRAWING NO :	CHECKED BY :		REV : R0
REIP/KAN/ARCH- 10	APPROVED BY		DATE · 28/04/2025



TILE	HATCH DESCRIPTION
	600x600mm HOMOGENEOUS CERAMIC TILE
	600x300mm HOMOGENEOUS CERAMIC TILE
	THRESHOLD TILE



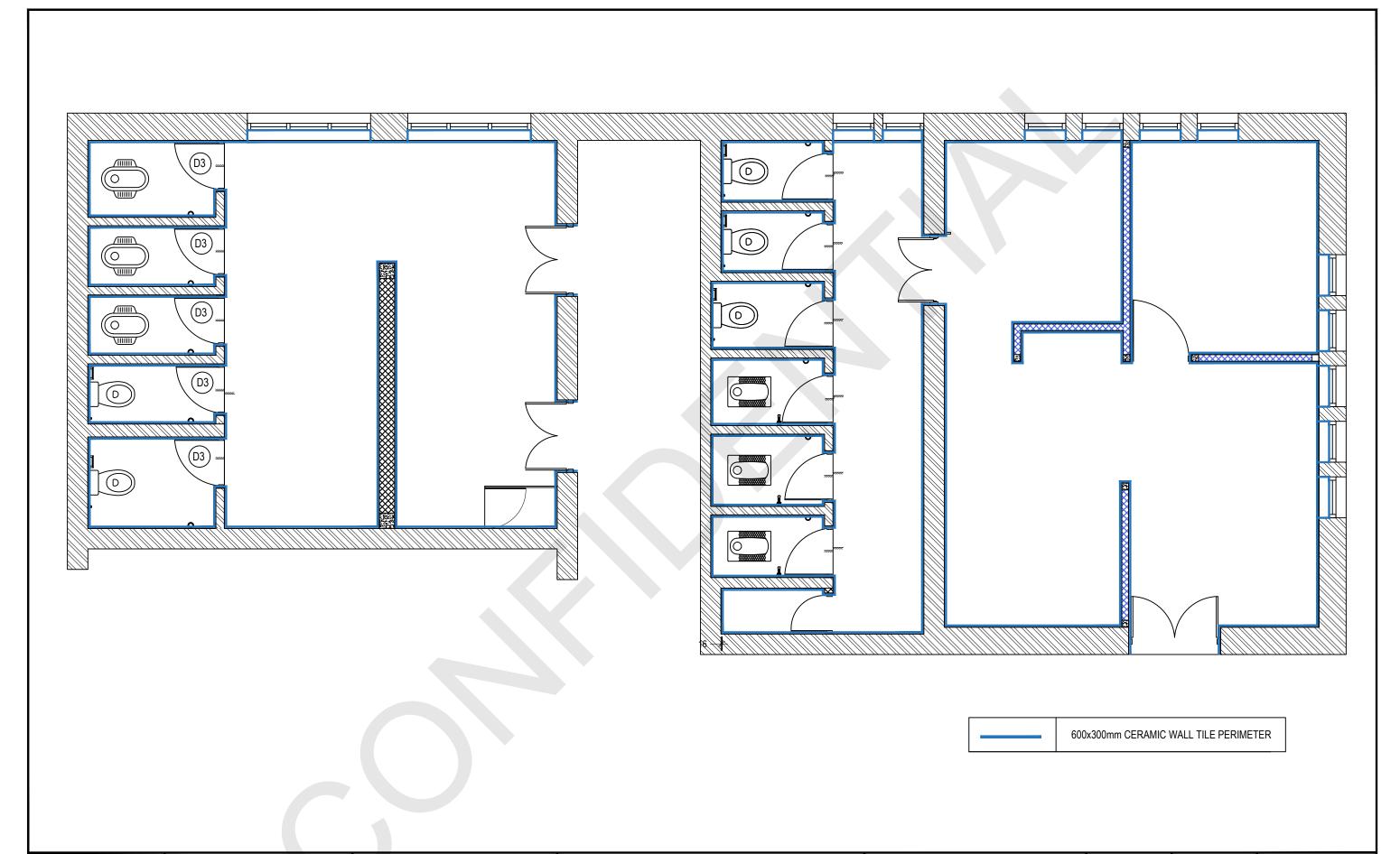


PROJECT NAME:
PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION
DRAWING TITLE: LADIES' REST AND GENTS' WASHROOM

	SUB TITLE :	DESIGN BY :	PRIYANGA	SCALE : AS S
PROPOSED TILE LAYOUT		DRAWN BY :	THAKSHILA	FORMAT : A3
DRAWING NO :		CHECKED BY :		REV : R0
	REIP/KAN/ARCH- 12	APPROVED BY :		DATE : 28/04

: AS SHOWN

: 28/04/2025







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SRI LANKA RAILWAY

PROJECT MANAGEMENT UNIT No.217, Cotta road, Colombo 08, Sri Lanka. PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION

RAWING TITLE :

LADIES' REST AND GENTS' WASHROOM

SUB TITLE :		
	WALL TILE PERIMETER	

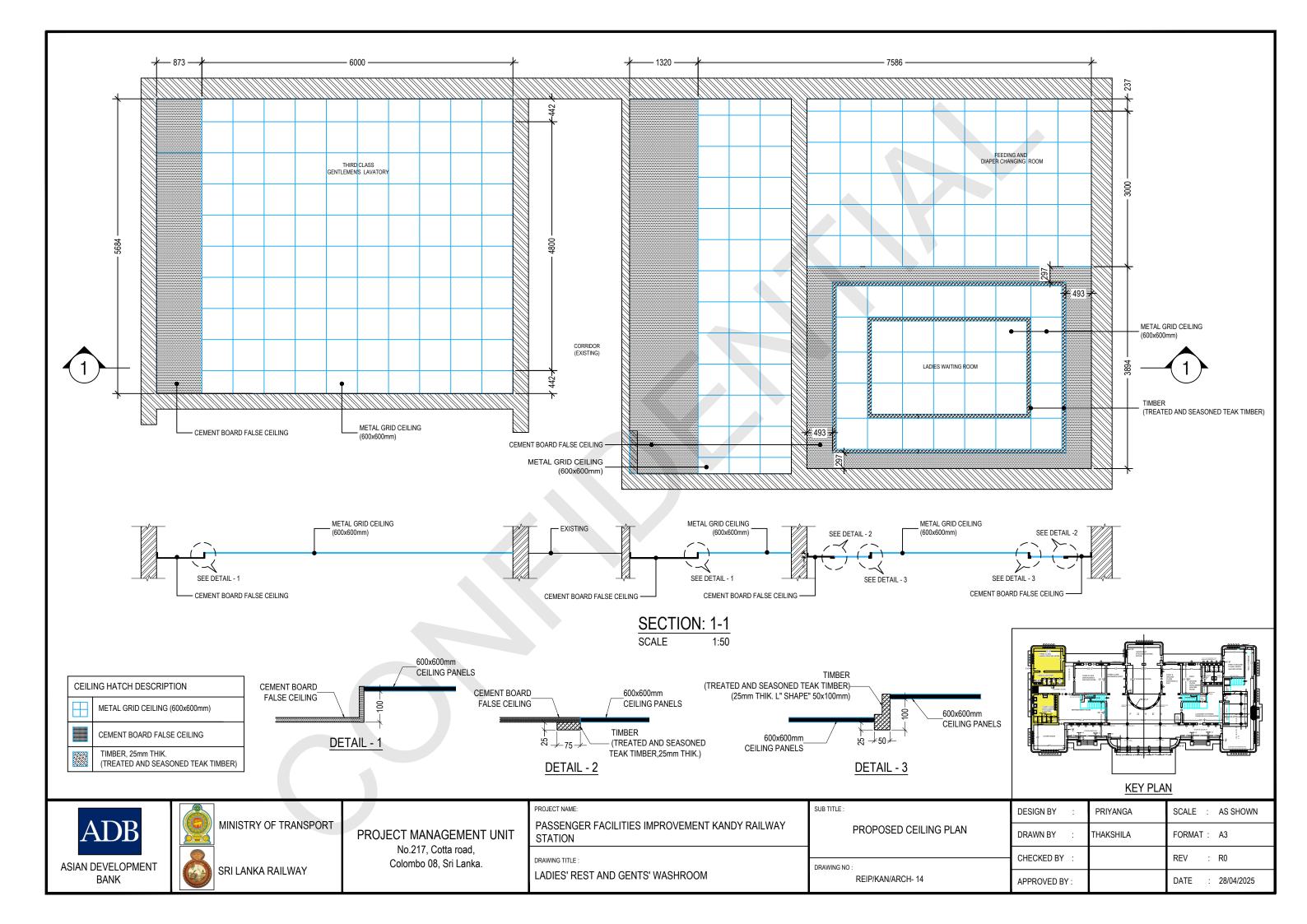
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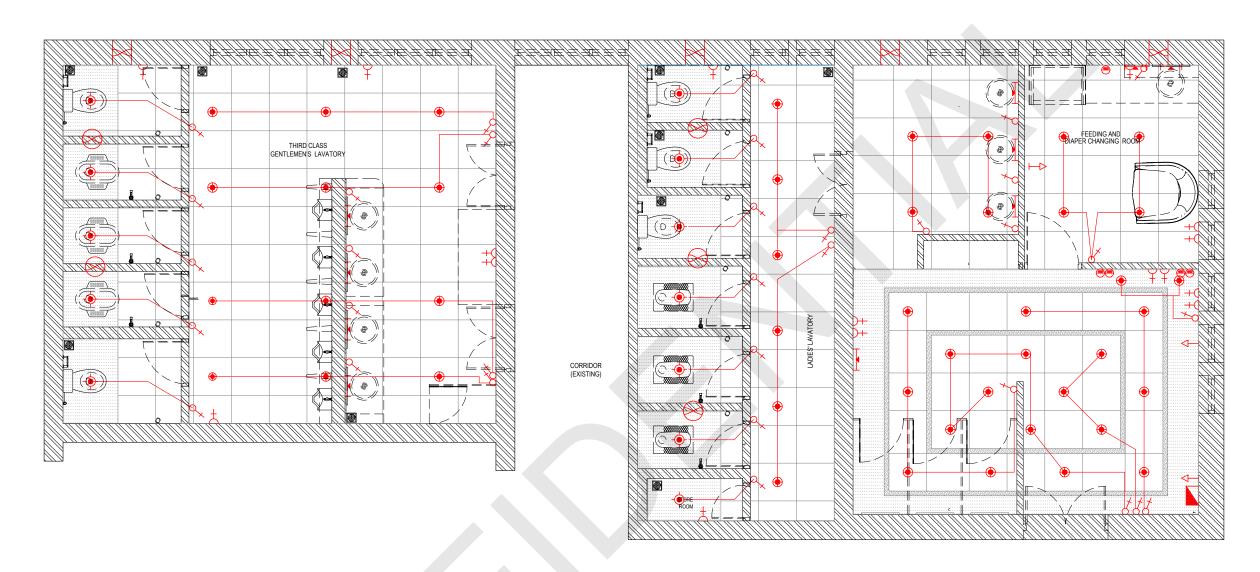
DRAWN BY : THAKSHILA FORMAT : A3

CHECKED BY : R0

 DRAWING NO :
 REIP/KAN/ARCH-13
 CHECKED BY :
 REV : R0

 APPROVED BY :
 DATE : 28/04/2025





ELEC	TRICAL AND LIGHTING LEGEND
	DISTRIBUTION BOARD
D++	13 A SINGLE SWITCH SOCKET OUTLET
9	WALL MOUNTED SWITCH
-	PENDENT LED LAMP WITH FITTINGS
•	SOFFIT MOUNTED LED DOWN LIGHT
	LED MIRROR LAMP
Î	WALL FAN 8'-0" FROM WALL
\bowtie	EXHAUST FAN
\otimes	CEILING EXHAUST
	USB CHARGING





SRI LANKA RAILWAY

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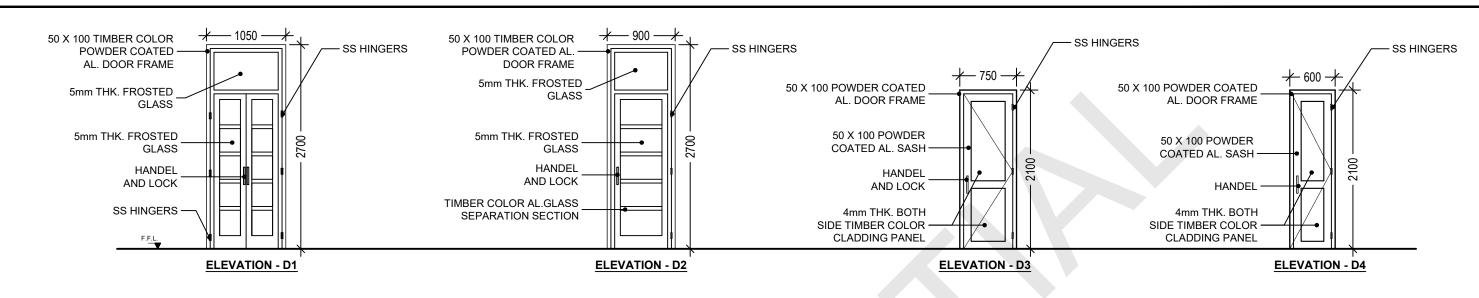
PROJECT NAME:	
PASSENGER FACILITIES IMPROVEMENT KANDY RAILW	/AY
STATION	

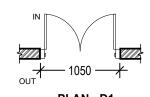
LADIES' REST AND GENTS' WASHROOM

PROPOSED ELECTRICAL PLAN	
DRAWING NO:	
REIP/KAN/ARCH- 15	

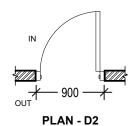
SUB TITLE :

DESIGN BY :	PRIYANGA	SCALE :	AS SHOWN
DRAWN BY :	THAKSHILA	FORMAT :	A3
CHECKED BY :		REV :	R0
APPROVED BY ·		DATE :	28/04/2025

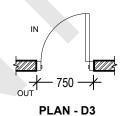




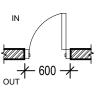
(INCLUDE BLACK COLOR HANDEL LOCK AND DOOR



(INCLUDE BLACK COLOR HANDEL LOCK AND DOOR CLOSER POWDER COATING THICKNESS 80 MICRONS



(INCLUDE BLACK COLOR HANDEL LOCK AND DOOR CLOSER POWDER COATING THICKNESS 80 MICRONS)



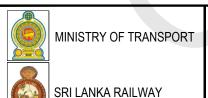
(INCLUDE BLACK COLOR HANDEL LOCK AND DOOR

SCHEDULE OF OPENINGS-NEW ALUMINUM DOORS						
TYPE	DESCRIPTION	SIZE	NOS			
D1	POWDER COATED AL. FRAMED DOUBLE SASH GLAZED DOOR	1050 X 2700	03			
D2	POWDER COATED AL. FRAMED SINGLE SASH GLAZED DOOR	900 X 2700	02			
D3	POWDER COATED AL. FRAMED SINGLE SASH CLADDING DOOR	750 X 2100	11			
D4	POWDER COATED AL. FRAMED SINGLE SASH CLADDING DOOR	600 X 2100	01			

NOTE

- 1. EXISTING DOORS (ED1) AND WINDOWS (EW1/EW2) ARE TO BE REPAIRED (DECAYED PARTS SHOULD BE REPLACED/FILLING CRACKS AND HOLES, FIX LOOSE JOINTS), CLEANED & EXISTING PAINTING COATS SHOULD BE REMOVED AND APPLY WOOD PRESERVATIVE PAINT AND POLYURETHANE WATER BASE PAINT.
- W3-MANUFACTURE A WINDOW SIMILAR TO THE EXISTING EW1. (NEW TIMBER WINDOW)
- 3. UPGRADE ALL IRONMONGERY WITH NEW IRONMONGERS.
- 4. REMOVE THE EXISTING GLASS AND INSTALL NEW FROSTED GLASS.
- 5. ALL ALUMINUM DOORS AND WINDOW FRAMES ARE SHOULD BE 100X50MM AND ALL DOOR WINDOW SASHES 25MM THICK POWDER COATED. (TIMBER FINISH) GLASSES ARE SHOULD BE 5MM THICK FROSTED GLASS.
- 6. ALL GLASSES ARE SHOULD BE FROSTED GLASS.
- 7. ALL DOORS SHOULD BE FIXED DOOR CLOSER.
- 8. ALL IRON/STEEL MATERIAL SHOULD BE PAINTED 2 COATINGS OF EPOXY METAL PRIMER AND MATT BLACK RUST PREVENTIVE QUALITY ANTI-CORROSIVE OIL RESISTANCE AND WHETHER RESISTANCE PAINT (ZINC PHOSPHATE).





PROJECT NAME:
PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION
DRAWING TITLE :
LADIES' REST AND GENTS' WASHROOM

SUB TITLE :		DESIGN BY :	PRIYANGA	SCALE : AS SHOWN
	DOOR WINDOW DETAILS	DRAWN BY :	THAKSHILA	FORMAT : A3
	DRAWING NO :	CHECKED BY :		REV : R0
	REIP/KAN/ARCH- 16	APPROVED BY :		DATE : 28/04/2025

SCHEDULE OF FINISHING- RENOVATION OF LADIES REST ROOM @ KANDY

LADIES REST ROOM

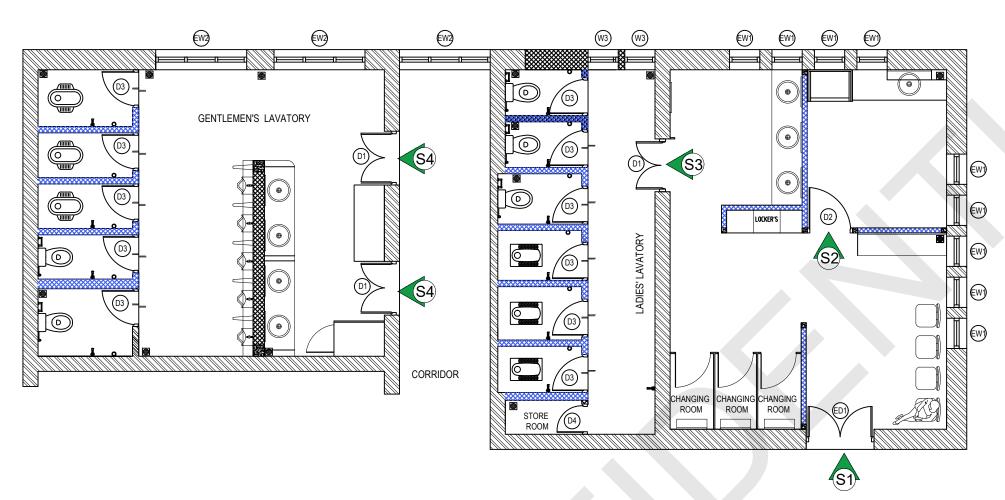
ODAGE	VENTU ATION	FINISHES			
SPACE	VENTILATION	FLOORING	CEILING	WALL	
WAITING AREA & CHANGING ROOM	NATURAL VENTILATION	ANTI-SLIP VITRIFIED TILES. (10mm TK 600mm x 600mm NON-SKID HOMOGINOUS TILED FLOOR WITH 2 TO 3mm GROUT)	DESING CEILING REFER – REIP/KAN/ARCH-09	600mm X 300mm GLASED CERAMIC WALL TILE IN APPROVED COLOR UP TO 1800mm HIGH 12mm THICK CEMENT & SAND (1:3) SCREED BACKING. REST OF THE WALL ARE SMOOTH PLASTERED TO BE FINISHED WITH 2 COATS OF FILLER AND TO BE PAINTED WITH 2 COATS OF APPROVED INTERNAL PAINT AS PER MANUFACTURERS SPECIFICATIONS.	
FEEDING AREA	MECHANICAL VENTILATION (EXHAUST FAN)	ANTI-SLIP VITRIFIED TILES (10mm TK 600mm x 600mm NON-SKID HOMOGINOUS TILED FLOOR WITH 2 TO 3mm GROUT)	METAL GRID CEILING (600mm X 600mm)	600mm X 300mm GLASED CERAMIC WALL TILE IN APPROVED COLOR UP TO 1800mm HIGH 12mm THICK CEMENT & SAND (1:3) SCREED BACKING. REST OF THE WALL ARE SMOOTH PLASTERED WALLS TO BE FINISHED WITH 2 COATS OF FILLER AND TO BE PAINTED WITH 2 COATS OF APPROVED INTERNAL PAINT AS PER MANUFACTURERS SPECIFICATIONS. WALLS SHOULD BE PAINTED WITH WALL PAINTING PREFERABLE FOR CHILDREN	
WASH BASING AREA	MECHANICAL VENTILATION (EXHAUST FAN)	ANTI-SLIP VITRIFIED TILES (10MM TK 600mm x 600mm NON-SKID HOMOGINOUS TILED FLOOR WITH 2 TO 3 mm GROUT)	METAL GRID CEILING (600mm X 600mm)	600mm X 300mm GLASED CERAMIC WALL TILE IN APPROVED COLOR UP TO 1800mm HIGH 12mm THICK CEMENT & SAND (1:3) SCREED BACKING. REST OF THE WALL ARE SMOOTH PLASTERED TO BE FINISHED WITH 2 COATS OF FILLER AND TO BE PAINTED WITH 2 COATS OF APPROVED INTERNAL PAINT AS PER MANUFACTURERS SPECIFICATIONS.	
WASH ROOM	MECHANICAL VENTILATION (EXHAUST FAN)	600mm x 300mm AND 600mm x 600mm NON-SKID HOMEGINUSE TILED FLOOR WITH 2 TO 3mm GROUT. 20mm THICK CEMENT AND SAND (1:3) SCREED BEDDING INCLUDING WATER PROOFING.	DESIGN CEILING REFER – REIP/KAN/ARCH-09	600mm X 300mm GLASED CERAMIC WALL TILE IN APPROVED COLOR UP TO 1800mm HIGH 12MM THICK CEMENT & SAND (1:3) SCREED BACKING. REST OF THE WALL ARE CEMENT PLASTERED / SKIM COAT FINISHED SMOOTH AND PAINTED WITH WEATHER SHIELD PAINT. WATER PROOFING WORK TO BE DONE UP TO 1500mm HIGH.	





I	PROJECT NAME:
	PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION
	DRAWING TITLE: LADIES' REST AND GENTS' WASHROOM

JB TITLE :	DESIGN BY :	PRIYANGA	SCALE : AS SHOWN
SCHEDULE OF FINISHING	DRAWN BY :	THAKSHILA	FORMAT : A3
RAWING NO :	CHECKED BY :		REV : R0
REIP/KAN/ARCH- 17	APPROVED BY :		DATE : 28/04/2025





Size -: 300mm x 125mm

Material -: Stainless steel

Letters -: Black embedded

Thickness -: 3mm

Fix with SS Cap nuts

SIGN BOARD

NO	SIGN NAME	LOCATION	TEMPLATE	NO'S
S1	Ladies Waiting Room	Ladies Waiting Room	LADIES WAITING ROOM	01
S2	Feeding and Diaper Changing Room	Ladies Waiting Room	FEEDING AND DIAPER CHANGING ROOM	01
S3	Wash Room (F)	Ladies Waiting Room	WASH ROOM(F)	01
S4	Wash Room (M)	Gentlemen Lavatory	WASH ROOM(M)	02





PROJECT MANAGEMENT UNIT No.217, Cotta road, Colombo 08, Sri Lanka. PROJECT NAME:

PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION

DRAWING TITLE:

LADIES' REST AND GENTS' WASHROOM

DRAWING NO	:		
	SIGN	BOARD DETAILS	
SUB TITLE :			

REIP/KAN/ARCH- 18

DESIGN BY: PRIYANGA SCALE: AS SHOWN

DRAWN BY: THAKSHILA FORMAT: A3

CHECKED BY: R0

APPROVED BY: DATE: 28/04/2025

SCHEDULE OF FURNITURE - RENOVATION OF LADIES REST ROOM @ KANDY

LADIES REST ROOM

TYPE	DESCRIPTION	IMAGE	TYPE	DESCRIPTION	IMAGE
F1	SABEENA SOFA FRAME - STAINLESS STEEL SIZE: LENGTH-85CM WIDTH-85CM HEIGHT-67CM CUSHION: ARTIFICIAL LEATHER		L1	PENDANT LAMP MINIMUM SIZE - 8" DIAMETER AND Zn/Ai POWDER COATED LAMP SHADE APPROVED BY CONSULTANT.	
F2	WATING CHAIR		L2	SURFACE MOUNTED LED LAMP MINIMUM SIZE - 4" DIAMETER 6W FOR MIRROR LIGHTS (WAITING, CHANGING & FEEDING AREAS) WARM COLOUR LED LIGHT	
F3	DIAPER CHANGING BAY		L3	MIRROR LAMP LED WARM COLOR MIRROR LAMP FOR WASH ROOMS (450MM LONG)	
F4	STAINLESS STEEL TRASH BINS 10 LITER CAPACITY		L4	RECESSED MOUNTED LED 9W LED Ceiling Light, 90 - 220 V	





PROJECT NAME:	
PASSENGER FACILITIES IMPROVEMENT KANDY RAILWAY STATION	
	_

STATION
DRAWING TITLE :
LADIES' REST AND GENTS' WASHROOM

SUB TITLE:	DESIGN BY :	PRIYANGA	S
REQUIRED FURNITURE FITTINGS	DRAWN BY :	THAKSHILA	F
DRAWING NO :	CHECKED BY :		F
REIP/KAN/ARCH- 19	ADDDOVED BY		Г

LE:	DESIGN BY :	PRIYANGA	SCALE : AS SHOWN
REQUIRED FURNITURE FITTINGS	DRAWN BY :	THAKSHILA	FORMAT : A3
ig no : REIP/KAN/ARCH- 19	CHECKED BY :		REV : R0
	APPROVED BY :		DATE : 28/04/2025

Section 7 - General Conditions of Contract

Ministry of Transport, Highways, Ports and Civil Aviation

Passenger Facilities for EWCD (Elderly people, Women, Children & Differently abled) in Kandy Railway Station

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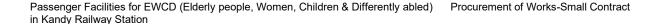
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General Conditions of Contract

A. General

1. Definitions

- 1.1 Boldface type is used to identify defined terms.
 - (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1 [Appointment of Adjudicator] hereunder.
 - (d) Bank means the financing institutions named in the Particular Conditions of Contract (PCC).
 - (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
 - (f) **Compensation Events** are those defined in GCC 51.1 [Compensation Events] hereunder.
 - (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 69.1 [Completion].
 - (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
 - (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
 - (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (I) **Days** are calendar days; months are calendar months.
 - (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (o) The **Defects Liability Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor.



- (p) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
- (q) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (u) **In writing** or **written** means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (v) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (w) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (x) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (y) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (z) **Party** means the Employer or the Contractor, as the context requires.
- (aa) PCC means Particular Conditions of Contract.
- (bb) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (cc) The Project Manager is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (dd) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
- (ee) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

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

2. Interpretation

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Contract Agreement,
 - (b) Letter of Acceptance,
 - (c) Letter of Bid,
 - (d) Particular Conditions of Contract,
 - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (f) General Conditions of Contract,
 - (g) Specifications,
 - (h) Drawings,
 - (i) Completed Activity Schedules or Bill of Quantities, and

(j) any other document listed in the PCC as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the **PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
 - (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

4. Contract Agreement

4.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

5. Assignment

- 5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party
 - (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and
 - (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

6. Care and Supply of Documents

- 6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
- 6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
- 6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

7. Confidential Details

7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

- 7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
- 7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
- 8. Compliance with Laws
- 8.1 The Contractor shall, in performing the Contract, comply with applicable
- 8.2 Unless otherwise stated in the Particular Conditions.
 - the Employer shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract;
 - (b) the Contractor shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Employer under Subclause 8.2(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Employer or its personnel, including the Subcontractors and their personnel, but without prejudice to Subclause 8.1 hereof.
- 9. Joint and Several Liability
- 9.1 If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture.

The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

10. Project Manager's Decisions

- 10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 11. Delegation
- 11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 12. Communications
- 12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 13. Subcontracting
- 13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 14. Other Contractors
- 14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 15. Personnel and Equipment
- 15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.
- 15.3 If the Employer, Project Manager, or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.
- 16. Employer's and Contractor's Risks
- 16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 17. Employer's Risks
- 17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
 - (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
 - (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.

18. Contractor's Risks

18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.

19. Insurance

- 19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **PCC** for the following events, which are due to the Contractor's risks:
 - a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

- 19.5 Both parties shall comply with any conditions of the insurance policies.
- 20. Site Investigation Reports
- 20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Contractor.
- 21. Contractor to Construct the Works
- 21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- Completed by the Intended Completion **Date**
- 22. The Works to Be 22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 23. Designs by Contractor and Approval by the **Project Manager**
- 23.1 The Contractor shall carry out design to the extent specified in the PCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.
- 23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings..
- 23.3 The Contractor shall be responsible for design of Temporary Works.
- 23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 24. Safety
- 24.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 25. Discoveries
- 25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 26. Possession of the Site
- 26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

27. Access to the Site

- 27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 28. Instructions, Inspections, and Audits
- 28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 28.3 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from ADB.

29. Appointment of the Adjudicator

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

30. Procedure for Disputes

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

30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the **PCC**.

B. Staff and Labor

31. Forced Labor

31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor–contracting arrangements.

32. Child Labor

32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

33. Workers' Organizations

33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.

34. Nondiscrimina tion and Equal Opportunity

34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Subclause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

C. Time Control

35. Program

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

36. Extension of the Intended Completion Date

- 36.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 36.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

37. Acceleration

- 37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 38. Delays Ordered by the Project Manager
- 38.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

39. Management Meetings

- 39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

40. Early Warning

- 40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

D. Quality Control

41. Identifying Defects

- 41.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 42. Tests
- 42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

43. Correction of Defects

- 43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

44. Uncorrected Defects

44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

E. Cost Control

45. Contract Price

- 45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

46. Changes in the Contract Price

- 46.1 In the case of an admeasurement contract:
 - (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

47. Variations

- 47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 47.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 47.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

- 47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

48. Cash Flow Forecasts

48.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

49. Payment Certificates

- 49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 49.3 The value of work executed shall be determined by the Project Manager.
- 49.4 The value of work executed shall comprise,
 - in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 49.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 49.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

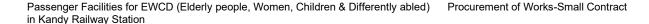
50. Payments

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

- rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 50.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

51. Compensation Events

- 51.1 The following shall be Compensation Events:
 - (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 51.2 If a Compensation Event would cause additional cost or would prevent



the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

- 51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 51.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
- 52. Tax
- 52.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 54.1 [Price Adjustment].
- 53. Currencies
- 53.1 Where payments are made in currencies other than the currency of the Employer's country specified in the **PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 54. Price Adjustment
- 54.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c Imc/loc$$

where:

- P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."
- A_c and B_c are coefficients¹ specified in the **PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulas for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually $0.10 \sim 0.20$) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

- Imc is a consolidated index prevailing at the end of the month being invoiced and loc is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."
- 54.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

55. Retention

- 55.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **PCC** until Completion of the whole of the Works.
- 55.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 69.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

56. Liquidated Damages

- 56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 50.1 [Payments].

57. Bonus

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

58. Advance Payment

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

- 58.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 58.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events. Bonuses, or Liquidated Damages.

59. Securities

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

60. Dayworks

- 60.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 60.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within 2 days of the work being done.
- 60.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

61. Cost of Repairs

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

F. Force Majeure

62. Definition of Force Majeure

- 62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance.
 - (a) which is beyond a Party's control;
 - (b) which such Party could not reasonably have provided against before entering into the Contract;
 - (c) which, having arisen, such Party could not reasonably have avoided or overcome; and
 - (d) which is not substantially attributable to the other Party.

- 62.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
 - (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
 - (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
 - (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and
 - (e) natural catastrophes such as earthquake, hurricane, typhoon, or volcanic activity.

63. Notice of Force Majeure

- 63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 63.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

64. Duty to Minimize Delay

- 64.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 64.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

65. Consequences of Force Majeure

- 65.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Subclause 30.1 [Procedure for Disputes] to
 - (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Subclause 36 [Extension of the Intended Completion Date]; and
 - (b) if the event or circumstance is of the kind described in subparagraphs (a) to (d) of GCC Subclause 62.2 [Definition of Force

Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Subclause 19 [Insurance].

- 65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Subclause 10 [Project Manager's Decisions] to agree or determine these matters.
- 66. Force Majeure
 Affecting
 Subcontractor
- 66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.
- 67. Optional
 Termination,
 Payment and
 Release
- 67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Subclause 73.5 [Termination].
- 67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include
 - (a) the amounts payable for any work carried out for which a price is stated in the Contract:
 - (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
 - (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
 - (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
 - (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.
- 68. Release from Performance
- 68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the

Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance.

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Subclause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Subclause 67.

G. Finishing the Contract

69. Completion

69.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

70. Taking Over

70.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.

71. Final Account

71.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

72. Operating and Maintenance Manuals

72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **PCC**.

72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **PCC** pursuant to GCC 72.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the **PCC** from payments due to the Contractor.

73. Termination

- 73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn

within 28 days;

- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Subclause 22.1 [The Works to be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Security, which is required;
- (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; and
- (i) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].
- 73.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 73.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 73.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 73.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

74. Fraud and Corruption

- 74.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, Manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding ADB's contractual rights of audit or access to information; and
- (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate² in ADB-financed, administered, or -supported activities or to benefit from an ADB-

Passenger Facilities for EWCD (Elderly people, Women, Children & Differently abled) Procurement of Works-Small Contract in Kandy Railway Station

Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one which either has been (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the Bidder's prequalification application or the bid; or (ii) appointed by the Employer.

financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

75. Payment upon Termination

- 75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

76. Property

76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

77. Release from Performance

77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.

78. Suspension of ADB Loan or Credit

- 78.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,
 - (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
 - (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC 50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.

79. Eligibility

79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the

- nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.
- 79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or 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 differs substantially in its basic characteristics or in purpose or utility from its components.

Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Particular Conditions of Contract

	A. General
GCC 1.1 (d)	The financing institutions is Asian Development Bank (ADB)
GCC 1.1 (r)	The Employer is Ministry of Transport, Highways. Port and Civil Aviation
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be within 120 days from the Start Date
GCC 1.1 (cc)	The Project Manager is to be advised by the Employer
GCC 1.1 (ff)	The Site is located at Kandy and is defined in drawings REIP/KAN/ARCH-00
GCC 1.1 (ii)	The Start Date shall be within 28 days from the issuing of the Letter of Acceptance of the Contract
GCC 1.1 (mm)	The Works consist of Refurbishment of the existing interior Partitioning of spaces Scope detailed in Section 6 of this Document
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3 (j)	The following documents also form part of the Contract: (a) Contract Agreement, (b) Letter of Acceptance, (c) Letter of Bid, (d) The Addenda & Clarifications, if any, (e) Particular Conditions of Contract, (f) the List of Eligible Countries that was specified in Section 5 of the bidding document, (g) General Conditions of Contract, (h) Specifications, (i) Drawings, (j) Completed Activity Schedules or Bill of Quantities, and (k) any other document listed in the PCC as forming part of the Contract.
GCC 3.1	The language of the contract is English. The law that applies to the Contract is the law of the law of Democratic Socialist Republic of Sri Lanka
GCC 10.2	Employer's approval is required for the issue of: 1. Any single variation resulting in an increase in excess of 0.1% of the Contract Price 2. Any Variation issued after the aggregate of such Variations has reached 2% of

	the Contract Price
GCC 11.1	The Project Manager may not delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: Not Applicable
GCC 19.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: 115% of the Contract Amount (b) for loss or damage to Equipment: Minimum of LKR 0.5 million up to 4 incidents (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Minimum of LKR 0.5 million up to 4 incidents (d) for personal injury or death: (i) of the Contractor's employees: LKR 1 million up to 4 incidents (ii) of other people: LKR 1 million up to 4 incidents
GCC 26.1	The Site Possession Date(s) shall be: Within 28 days of the Letter of Acceptance
GCC 29.1	Appointing Authority for the Adjudicator: The President, Institute of Engineers, Sri Lanka
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of: To be decided at the occurrence of such incident. The reimbursable expenses are: To be decided at the occurrence of such incident.
GCC 30.4	Institution whose arbitration procedures shall be used: Arbitration shall be conducted in accordance with the laws of the Employer's country.
GCC 34.2	Respectful Work Environment The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified. The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.

C. Time Control	
GCC 35.1	The Contractor shall submit for approval a Program for the Works within Fourteen (14) days from the date of the Letter of Acceptance.
GCC 35.3	The period between Program updates is Fourteen (14) days.
	The amount to be withheld for late submission of an updated Program is 0.05% of the payment certificate.
	D. Quality Control
GCC 43.1	The Defects Liability Period is: 365 days.
	E. Cost Control
GCC 53.1	The currency of the Employer's country is: Sri Lankan Rupees (LKR)
GCC 54.1	The Contract is not subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients do not apply.
GCC 55.1	The proportion of payments retained is: 5% of the total contract sum
GCC 56.1	The liquidated damages for the whole of the Works are 0.05% from the accepted Contract Price per day.
	The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 58.1	The Advance Payments shall be 20%/ and shall be paid to the Contractor no later than 28 days of the Date of Commencement.
GCC 58.3	Repayment of the Advance Payments shall be: 22.22% of each payment certificate.
GCC 59.1	The Performance Security amount is 10% of the total Contract Price
	G. Finishing the Contract
GCC 72.1	The date by which operating and maintenance manuals are required is on the date of handing over
	The date by which "as built" drawings are required is before submission of the final bill application
GCC 72.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is 1.0% of the total Contract Price
GCC 73.2 (h)	The maximum number of days is: 100 days
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 5.0% of the total Contract Price

Section 9 - Contract Forms 9-1

Section 9 - Contract Forms

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

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9-2 Section 9 - Contract Forms

Notification of Award

---- on letterhead paper of the employer ----

Letter of Acceptance

To: Name and address of the contractor
Subject: Notification of Award Contract No
This is to notify you that your Bid dated date for execution of the name of the contract and identification number, as given in the Bid Data Sheet for the Accepted Contract Amount of the equivalent of
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.
[Choose one of the following statements:]
We accept that [insert the name of adjudicator proposed by the bidder] be appointed as the Adjudicator.
[or]
We do not accept that [insert the name of the adjudicator proposed by the bidder] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the appointing authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with GCC 29.1.
Authorized Signature:
Name and Title of Signatory:
Name of Agency:
Attachment: Contract Agreement

Section 9 - Contract Forms 9-3

Contract Agreement

THIS AGREEMENT made the day of ,	between name of the
employer (hereinafter "the Employer"), of the one part, and	. name of the contractor
.(hereinafter "the Contractor"), of the other part:	

WHEREAS the Employer desires that the Works known as name of the contract. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Contract Agreement,
 - (b) the Letter of Acceptance,
 - (c) the Letter of Bid,
 - (d) the Particular Conditions of Contract,
 - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (f) the General Conditions of Contract,
 - (g) the Specifications,
 - (h) the Drawings,
 - (i) the Completed Activity Schedules or Bill of Quantities, and
 - (j) any other documents shall be added here.1
- 3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).

9-4 Section 9 - Contract Forms

Signed by	Signed by
for and on behalf of the Employer	for and on behalf the Contractor
in the presence of:	in the presence of:
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

Section 9 - Contract Forms 9-5

Performance Security

Bank's name, and address of issuing branch or office 1

Beneficiary: Name and address of the employer
Date:
Performance Guarantee No.:
We have been informed that name of the contractor (hereinafter called "the Contractor") has entered into Contract No reference number of the contract dated with you, for the execution of name of contract and brief description of works (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
At the request of the Contractor, we name of the bank hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of name of the currency and amount in words ² (amount in figures) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.
This guarantee shall expire, no later than the Day of ³ , and any demand for payment under it must be received by us at this office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. 4
Signature(s) and seal of bank (where appropriate)

- Note to Bidder --

If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer. If the bank issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer.

Insert the date 28 days after the expected completion date. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

9-6 Section 9 - Contract Forms

Advance Payment Security

Bank's name, and address of issuing branch or office 1

Beneficiary: Name and address of the employer
Advance Payment Guarantee No.:
We have been informed that name of the contractor (hereinafter called "the Contractor") has entered into Contract No reference number of the contract dated with you, for the execution of name of contract and brief description of works (hereinafter called "the Contract").
Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum \dots name of the currency and amount in words 2 (amount in figures) is to be made against an advance payment guarantee.
At the request of the Contractor, we name of the bank hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of name of the currency and amount in words ³ (amount in figures) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.
It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number contractor's account number at name and address of the bank
The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the day of
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (or
ICC Publication No. 758 as applicable).
Signature(s) and seal of bank (where appropriate)
Note to Bidder

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

correspondent financial institution located in the country of the employer to make it enforceable.

If the institution issuing the advance payment security is located outside the country of the employer, it shall have a

The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the employer.

Footnote 2

Insert the expected expiration date of the time for completion. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."