Democratic Socialist Republic of Sri Lanka

Ministry of Agriculture, Livestock, Lands and Irrigation

Integrated Watershed and Water Resource Management Project (IWWRMP)

BIDDING DOCUMENTS

for

Procurement and Supply of Test Pumping Unit with supporting accessories - Retender

National Competitive Bidding

Contract No: LK-MoMDE-367154-GO-RFB

Project Management Unit

October 2026

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Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental there to as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.

1.2 Throughout these Bidding Documents:

(a) The term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

(b) If the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the source Specified in the BDS.

3.Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

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3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(a)"corrupt practice "means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

(b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

5. Eligible Goods and Related Services

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute(SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section I V. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation for Bid

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6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

7.2 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.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

9.Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not 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 (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
e) Any other document required in the BDS.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or pay able by the Supplier:
(a) on components and raw material used in the manufacture or assembly of goods quoted; or
(b) on the previously imported goods of foreign origin
(ii) However, VAT shall not be included in the price but shall be indicated separately;
(iii) The price for inland transportation, insurance and other related services to deliver the goods to their final destination;
(iv) The price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

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15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be pay able only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section-V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) That, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) The Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date **specified in the BDS**.
A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding 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.

20. Bid Security

20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:

(a) At the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

(b) Be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.

(c) Be substantially in accordance with the form included in Section IV, Bidding

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Forms;

(d) Be pay able promptly up on written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked

(e) Be submitted in its original form; copies will not be accepted;

(f) Remain valid for the period specified in the BDS

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible up on the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 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 Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or

(b) If a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c)If the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;

(ii) Furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy 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.

21.3 Any interlineations, erasures, or overwriting shall be valid initialed by the person signing the Bid.

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Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand.

(a)Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) Be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

(c) bear the specific identification of this bidding process as indicated in the BDS; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

23. Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

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

24. Late Bids

24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clauses 21 and 22 except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICAT ION;" and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only up on notification of contract award to the successful bidder in accordance with sub clause 41. 1.

25.3 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 Bid Submission Form or any extension thereof.

26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. 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. 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.

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26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.

26.4 The Purchaser 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, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27.Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such

process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser'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 Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29.Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission is one that:

(a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non conformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission 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 the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the

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correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.

31. Preliminary Examination of Bids

31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub- Clause 12.1;
(b) Price Schedules, in accordance with ITB Sub-Clause 12;
(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section-V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

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34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots, as **specified in the** BDS the Bid Price as quoted in accordance with clause 14;
(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
(e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These

factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Post qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based up on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative termination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser 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.

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Award of Contracts

39. Award Criteria

39.1 The Purchaser 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 Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section-V, Schedule of Requirements, provided this does not exceed twenty-five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

Section II. Bidding Data Sheet (BDS)

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Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: ***Chairman, Water Resources Board***
ITB 1.1	The name and identification number of this procurement are: ***Procurement and supply of Test Pumping Unit with supporting accessories - Retender*** LK-MoMDE-367154-GO-RFB
ITB 2.1	2.1 The source of funding is: The International Development Association (hereinafter called "the Bank"). The Democratic Socialist Republic of Sri Lanka (hereinafter called "Borrower") received financing (hereinafter called "funds") from the International Development Association (hereinafter called "the Bank"), toward the Integrated Watershed and Water Resource Management Project (hereinafter called "the Project"). The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued. 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
ITB 3.2	The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Section X. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
ITB 4	(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the Project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

REFERENCE ONLY

ITB 4	(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract. 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services. 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section X paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address: http://www.worldbank.org/debarr. 4.6 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid. 4.7 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser. 4.8 Firms and individuals may be ineligible (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

REFERENCE ONLY

B. Contents of Bidding Documents	
ITB 5	Add the following to ITB 5: 5.2 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section IX, Eligible Countries. 5.3 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance. 5.4 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
ITB 6.1	Section IX: Eligible Countries Section X : Fraud and Corruption
ITB 6	6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Purchaser.
ITB 7.1	For **<u>Clarification of bid purposes</u>** only, the Purchaser's address is: Attention: Senior Project Specialist (Procurement & Contracts), Integrated Watershed and Water Resource Management Project 2nd Floor, Mahaweli Centre Building, No.96, Ananda Kumaraswamy Mawatha, Colombo 07 Telephone: *94 11 2691163* Electronic mail address: *<u>iwwrmp@sltnet.lk</u>*
ITB 7.2	A Pre-Bid meeting ***shall*** take place at the following date, time and place: Date: ***02.11.2026*** Time: ***10:30 hrs*** Place: Project Management Unit, Integrated Watershed and Water Resource Management Project 2nd Floor, Mahaweli Centre Building, No.96, Ananda Kumaraswamy Mawatha, Colombo 07
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: *(i) written power of attorney the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;* *(ii) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;* *(iii)Brochure* *(iv) Manufacturer's Authorization* *(v) List of clients within last five years*
ITB 17	Add the following to ITB 17: 17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

REFERENCE ONLY

	17.5 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
ITB 17.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***10 years***
ITB 18.1 (b)	After sales service ***is required***
ITB 19.1	The bid shall be valid until: 119 days from the deadline for Bid Submission. i.e. **19.02.2027**
ITB 20.1	The Bid shall include a Bid Security (issued by a bank) in the format given in Section IV Bidding Forms. The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.
ITB 20.2	The amount of the Bid Security shall be: **LKR 447,000.00** Bid Security shall be valid for **147** days from the deadline for Bid Submission is **19.03.2027.**
D. Submission and Opening of Bids	
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: ***Procurement and Supply of Test Pumping Unit with supporting accessories - Retender LK-MoMDE-367154-GO-RFB***
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: Project Director, Integrated Watershed and Water Resource Management Project, 2nd Floor, Mahaweli Centre Building, No.96, Ananda Kumaraswamy Mawatha, Colombo 07 Telephone: 94 11 2691163 Electronic mail address: *iwwrmp@sltnet.lk* The deadline for the submission of bids is: Date: **06.11.2026** Time: ***14.00 hrs***
ITB 26.1	The bid opening shall take place at: Project Management Unit, Integrated Watershed and Water Resource Management Project, 2nd Floor, Mahaweli Centre Building, No.96, Ananda Kumaraswamy Mawatha, Colombo 07 Date: **06.11.2026** Time: ***14.00 hrs***
E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference ***"shall not"*** be a bid evaluation factor.
ITB 35.3(a)	Not applicable
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: **Yes** Option 1 is selected and the adjustment is: **0.5% per calendar week** (b) Deviation in payment schedule: **No** (c) the cost of major replacement components, mandatory spare parts, and service: **No** (d) *Other specific criteria:* the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: ***Yes***, ***Periodical services and repair services shall be carried out at client site.***

REFERENCE ONLY

ITB 35.4	1. Bidders should submit details requested under "Bidder's Details" in all respect with correct information on product offered. 2. Documentary proof is required for the all requested related details and specifications. Bidders who are not submitting the documentary proof will be rejected without any query considering non – responsive. 3. If the bidder details columns are incomplete and leaves the vital information blank will be rejected without any query considering non – responsive. 4. If the information included in the specification that is contradicted elsewhere in the form of any attachment will be rejected without any query considering non – responsive. 5. Values and figures should be stated and variation should be stated when quoting for above requirement where it applicable and it is considered as a mandatory requirement. 6. Manufacturer's Factory Acceptance Test reports carried out with pumps operated by the pump motor and the variable speed drives shall be submitted to the Engineer for the approval. 7. Manufacture's quality control documentation, quality assurance certificate and certified material mill certificate shall be submitted. 8. Generator tests such as Full load test, Noise level test, Functional tests, Fuel consumption at full load test and other relevant test reports shall be submitted. 9. Ultrasonic flowmeter tests including calibration report, high attenuation signal quality test, and dimensional configurational reports shall be submitted. 10. A team of qualified staff nominated by IWWRMP will inspect the goods at supplier's warehouse. 11. Supplier should attend to one-time test run at scheduled pumping test program by Water Resources Board and supplier should provide required information regarding operational part of the vehicle.

REFERENCE ONLY

Section III Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser uses to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

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2. Factors for Evaluation Criteria (ITB 35.4) 19

3. Multiple Contracts (ITB 35.5) 19

4. Post Qualification Requirements (ITB 37.2) 19

5. Domestic Preference (ITB 34.1) 19

REFERENCE ONLY

Section III. Evaluation and Qualification Criteria

1. EVALUATION CRITERIA (ITB 35.3 (D))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as Specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the Following criteria and methodologies.

(a) Delivery schedule

Option 1

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI. Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI. Delivery Schedule. Supplier has to produce all the items requested under respective lots to be handed over to client to confirm the compatibility before delivery."

(b) Deviation in payment schedule.

(Not Applicable)

2. FACTORS FOR EVALUATION CRITERIA (ITB 35.4)

Applicable

3. MULTIPLE CONTRACTS (ITB 35.5)

(Not Applicable)

4. POST QUALIFICATION REQUIREMENTS (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text Below shall not be used in the evaluation of the Bidder's qualifications.

(a) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

I. Technical Staff and other qualifications must comply with the requirements of section 37.2(Instruction to Bidders).

5. DOMESTIC PREFERENCE (ITB 34.1)

(Not Applicable)

REFERENCE ONLY

Section IV Bidding Forms

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REFERENCE ONLY

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: …….
NCB No **: LK-MoMDE-367154-GO-RFB**

To: Project Director
Integrated Watershed and Water Resource Management Project

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: ……..……
……. *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services

(c) The total price of our Bid excluding VAT and any discounts offered in item (e) below is: *[insert the total bid price in words and figures];*

Description	Units (Nos)	Amount in Figures before **VAT** (Rs)	Amount in Figures **after VAT**(Rs)	Amount in Words **before VAT**
Procurement and Supply of Test Pumping Unit with supporting accessories - Retender	*01*			

(The bid price shall include **all taxes including input VAT** payable by the Supplier except the output VAT payable by the Purchaser)

REFERENCE ONLY

(d) The total price of our Bid including VAT, but excluding any discounts offered is: …… …… *[insert the total bid price in words and figures];*

(e) The discounts offered and the methodology for their application are:
Discounts. If our bid is accepted, the following discounts shall apply. _____ **…**…… …… *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method:
……..…… …… …… *[Specify in detail the method that shall be used to apply the discounts];*

(f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(g) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(k) 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.

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

REFERENCE ONLY

Signed:

…… *[insert signature of person whose name and capacity are shown]*

In the capacity of ……..*[insert legal capacity of person signing the Bid Submission Form]*

Name: ……

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*
Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

REFERENCE ONLY

Price Schedule - Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)

Procurement and Supply of Test Pumping Unit with supporting accessories - Retender

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*
				Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)						
Line Item No.	Description of Goods or related services	Quantity and unit	Country of Origin of the Goods	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x5)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 5	Total Price Excluding VAT (Col 6+7)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 8 + 10 or 9+10)
1	Complete set of test pumping unit with supporting accessories									
	Total									

REFERENCE ONLY

(VAT means Output VAT payable by the purchaser)

Name of Bidder …… Signature of Bidder ……

[Insert complete name of Bidder] *[Signature of person signing the Bid]*

Date ……

[Insert date]

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported
Procurement and Supply of Test Pumping Unit with supporting accessories - Retender

1	2	3	4	5		6	7
Line Item No.	**Description of Goods**	**Country of Origin**	**Delivery Date as defined by Incoterms**	**Qty. & Physical units**		**Unit Price CIP in accordance with ITB 14.6 (b) (i)**	**CIP price per line item**
				Qty	**Unit**		
1	Complete set of test pumping unit with supporting accessories						
	Sub Total						
	Less Discount (if any)						
	Sub Total (CIP)						
	Cost of Inspection and Testing by Independent Testing & Inspection Agency						
	Total of Bid carried to Form of Bid						

REFERENCE ONLY

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

Procurement and Supply of Test Pumping Unit with supporting accessories - Retender

(Group C bids, Goods already imported)

Currencies in accordance with ITB 15

Date: _____
NCB No: _____
Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Purchaser's country]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
1	Complete set of test pumping unit with supporting accessories										
										Total Bid Price	

REFERENCE ONLY

Name of Bidder [*insert complete name of Bidder] Signature* of Bidder *[signature of person signing the Bid] Date [insert date]*

**For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity, the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference values.]*

Price Schedule: Goods Manufactured in the Purchaser's Country

Procurement and Supply of Test Pumping Unit with supporting accessories - Retender

Purchaser's Country
_____

(Group A and B bids)
Currencies in accordance with ITB 15

Date: _____
NCB No: _____
Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
1	Complete set of test pumping unit with supporting accessories								
								Total Price	

REFERENCE ONLY

Name of Bidder [*insert complete name of Bidder] Signature* of Bidder *[signature of person signing the Bid] Date [insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15	Date: _____ NCB No: _____ Alternative No: _____ Page N° _____ of _____

1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
				Total Bid Price		

REFERENCE ONLY

Name of Bidder [*insert complete name of Bidder] Signature* of Bidder *[signature of person signing the Bid] Date [insert date]*

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

_____

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *Project Director,*
Integrated Watershed and Water Resource Management Project
2nd Floor, Mahaweli Centre Building,
No 96, Ananda Kumaraswamy Mawatha,
Colombo 07.

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

REFERENCE ONLY

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____

[signature(s)]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No : LK-MoMDE-367154-GO-RFB

To: *Project Director, Integrated Watershed and Water Resource Management Project*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

REFERENCE ONLY

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No : LK-MoMDE-367154-GO-RFB

1. Bidder's Legal Name *[insert Bidder's legal name]*

2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*

3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*

4. Bidder's Year of Registration: *[insert Bidder's year of registration]*

5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*

6. Bidder's Authorized Representative Information

   Name: *[insert Authorized Representative's name]*

   Address: *[insert Authorized Representative's Address]*

   Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

   Email Address: *[insert Authorized Representative's email address]*

REFERENCE ONLY

7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.

☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.

☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

8. The Bidder shall affirm the following:
   I hereby swear that no individual or partner or stockholder or officer or director associated with this Bid is in any way associated or interested in any other Bid being submitted for this contract to the Purchaser.

   …….
   Signature of person authorized to sign

   ……
   (Name and title of person authorized to sign)

9. List below the supplementary supporting documentary evidence attached.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].
Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No : LK-MoMDE-367154-GO-RFB
Page _____ of_ _____ pages

1. Bidder's Legal Name: *[insert Bidder's legal name]*
2. JV's Party legal name: *[insert JV's Party legal name]*
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*
4. JV's Party Year of Registration: *[insert JV's Part year of registration]*
5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]*
6. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

REFERENCE ONLY

9. Names and addresses of the Independent Inspecting Authorities in country of origin (for approval and selection by Purchaser)

    1. ……
    2. ……
    3. ……

10. Name and address of Air Carrier proposed to be used by supplier:

Section V. Schedule of Requirements

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2. List of Related Services and Completion Schedule 35

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REFERENCE ONLY

1. List of Goods and Delivery Schedule

Description of Goods	Quantity	Unit	Final (Project Site) Destination as specified in BDS	Delivery Date		
				Earliest Delivery Date	**Latest Delivery Date**	**Bidder's offered Delivery date [*to be provided by the bidder*]**
[insert description of Goods]	*[insert quantity of item to be supplied]*	*[insert unit for the quantity]*	*[insert place of Delivery]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*
Procurement and Supply of test pumping unit with supporting accessories - Retender			Water Resources Board, No. 488 A, Nawala Road, Koswatta, Rajagiriya		***08 Weeks***	

REFERENCE ONLY

Name of Bidder …… Signature of Bidder ……

[Insert complete name of Bidder] *[Signature of person signing the Bid]*

Date ……

[Insert date]

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]

Note: Records should be provided for each services & maintenances

Service	Description of Service	Quantity	Unit	Place where Services shall be performed	Final Completion Date(s) of Services

REFERENCE ONLY

Name of Bidder …… Signature of Bidder ……

[Insert complete name of Bidder] [*Signature of person signing the Bid]*

Date ……

[Insert date]

3. Detailed Technical Specifications and Standards

Brand New Crane Truck

No	Specifications	Mandatory Requirements	Bidder's Specification
01	The vehicle should be a brand new Truck i. Vehicle G.V.M. should be between 6500 kgs to 8000 kgs. ii. Payload should above 4000 kgs (Net). iii. Wheel base length between 3000 mm to 4000 mm. iv. Cargo area dimensions. a) Length between 4000 mm to 5000 mm. b) Width between 2000 mm to 2300 mm. c) Should be heavy duty half body cargo area. v. Should four-wheel drive lorry. All fitting of the vehicle should confirm to the present motor traffic regulations in Sri Lanka.	All six items are mandatory requirements.	
02	Followings should be stated by the bidder, i. Make ii. Model iii. Year of Manufacture Should be on or after 2025 iv. Manufacture's Name v. Country of manufacture	Item three is a mandatory requirement.	
03	Engine i. Diesel ii. Four cylinder iii. Inline cylinder type iv. Common Rail fuel system v. Turbo charged with intercooler vi. Water cooled engine vii. Capacity between 5000 to 5500 cc viii. Maximum output not less than 110 kW at rated RPM ix. Maximum torque not less than 400Nm at rated RPM x. Should comply with Euro - 4 standards or equivalent and above	All ten items are mandatory requirements.	
04	Transmission i. Manual Transmission type ii. Minimum 5 Forward gears and one rivers gear. iii. Synchronized-mesh gears iv. Air assisted hydraulically operated, dry single plate clutch	All four items are mandatory requirements.	
05	Brake System i. Service brake should be Dual Circuit brake system ii. Should be air or air over hydraulic brake system Parking brake should be handing operated mechanical type	All three items are mandatory requirements.	
06	Suspension System i. Front Leaf spring type with double acting shocks and with stabilizer system ii. Rear	All two items are mandatory requirements.	

REFERENCE ONLY

	Leaf spring type with double acting shocks and with stabilizer system.		
07	Other specifications i. All steel welded constructed tilting cab. ii. Telescopic type, tilting, hydraulically powered steering wheel system. iii. Minimum Gradeability not less than 30^0. iv. Air conditioner (Factory fitted). v. Front under mirror. vi. Number of wheels, a) Front – 2 b) Rear – 4 vii. Necessary warning & indicator lamps to be provided in the dash board. viii. Required meters should be provided in the dash board (Speedometer, Coolant temperature, Fuel gauge & etc.). ix. Necessary lamps (Head lamps, Signal lamps, Brake lamps & etc.) should be provided with suitable Fog lamps. x. At least driver seat should be adjustable. xi. All seats should be provided with seat belts. xii. Fuel tank not less than 100 liters with lockable fuel cab. xiii. FM/AM Radio with CD &/or MP3 player should be provided. xiv. Back up warning buzzer. xv. Tools and accessories a) Spare Wheel b) Hydraulic jack c) Wheel brace d) Necessary Tool kit should be provided e) A sufficient tool box should be provided beneath	All fifteen items are mandatory requirements.	
08	Spares Confirmation of availability of spare parts with the local agent and availability of the local agent in Sri Lanka for the vehicle for next ten years from the date of delivery to be stated (a written document should be provided)	Mandatory requirement	
10	Manuals One set of manuals (operation & maintenance) in English should be provided with the vehicle.	Mandatory requirement	
11	Warranty i. Warranty for Engine and Transmission should be provided for at least 100,000 km's or two years. ii. At least two years warranty should be provided for other parts against manufacture's defects and corrosions.	All two items are mandatory requirements	
12	After sales service i. The supplier should provide authorization proof from both vehicle and crane manufactures or from its local agent to provide the warranty & services. ii. The supplier should be in relevant vehicle category business for minimum 15 years.	All nine items are mandatory requirements	

REFERENCE ONLY

	iii. The supplier should have own workshop facilities in order to provide efficient and effective after sales services. If the renderer does not have said facilities it may enter into an agreement with any party who will provide such support facilities for a minimum of 5 years. A certified copy of said agreement is to be furnished along with the bid. The TEC reserves the right to call for the original of the agreement at any time during the evaluation process. iv. The supplier should have adequate skilled and qualified personnel in the maintenance division. v. The supplier should have facilities to maintain adequate spare parts in stock. vi. The supplier should produce a guaranty from the principles that spare parts for the quoted model will be assured for at least 10 years. vii. The supplier should give the number of vehicles of the offered model sold, (with customer's contact details if necessary) to prove their satisfactory customer base for the specific model. viii. First three fully free services should be provided. ix. Training should be provided describing the proper usage and the maintenance of the vehicle and the crane with practical demonstrations.		

REFERENCE ONLY

Generator

No	Specifications	Mandatory Requirements	Bidder's Specification
01	The generator should brand new. i. Diesel engine driven AC generator. ii. Minimum rated output should be between 35 kVA to 37.5 kVA at 50 Hz frequency. iii. Three phases with phase-to-phase voltage between 400V to 420V and single phase 230V with maximum preset voltage regulation within ±0.5%. iv. Four-cylinder, direct injection, water cooled engine with turbo charged. v. Fuel type should de diesel. vi. Minimum fuel tank capacity 100 l. vii. Power factor should 0.8 lagging or above. viii. Complete generator must fully transportable. ix. Paint must be electrodeposition powder coated. x. Must have safety protection including overload, short-circuit, earth leakage and oil level alarms. xi. Must be sound proof generator. xii. Operating weight less 1,000kg. xiii. Dimensions - Maximum length 1.9m - Maximum width 0.9m	All thirteen items are mandatory requirements.	

	- Maximum height 1.3m XIV. Minimum 1500hrs or 1 year with three times free services.		

Brand new pump unit

No	Specifications	Mandatory Requirements	Bidder's Specification
01	Followings should be stated by the bidder i. Make ii. Model iii. Year of Manufacture Should be on or after 2025 iv. Manufacture's Name v. Country of manufacture	Item three is a mandatory requirement	
02	First submersible pump – **3 Nos are required** i. Should be three phases operated. ii. Should be between 5hp to 7.5 hp. iii. Should have 4" outer diameter or less. iv. Should have 2" discharge output diameter. v. Should have flow rate between 95 to 105 Liters per minute at 100m head. vi. Should be three phase powered motor. vii. Should have 120m of four core wire. (Phase wire size- 2.5mm^2 4 core). viii. Impeller & Pump shaft should be made of stainless steel.	All eight items are mandatory requirements.	
03	Second submersible pump – **2 Nos are required** i. Should be three phases operated. ii. Should be between 7.5 hp to 12.5 hp. iii. Should have 4" outer diameter or less. iv. Should have 2" discharge output diameter. v. Should have flow rate between 300 to 400 Liters per minute at 75m head. vi. Should be three phase powered motor. vii. Should have 120m of four core wire. (Phase wire size- 6 mm^2 4 core). viii. Impeller & Pump shaft should be made of stainless steel	All eight items are mandatory requirements.	
04	Third submersible pump – **2 Nos are required** i. Should be three phases operated. ii. Should be between 17.5 hp to 22.5 hp. iii. Should have 6" outer diameter or less. iv. Should have 3" discharge output diameter. v. Should have flow rate between 450 to 550 Liters per minute at 75m head. vi. Should be three phase powered motor.	All eight items are mandatory requirements.	

REFERENCE ONLY

	vii. Should have 120m of four core wire. (Phase wire size-10mm^2 4 core). viii. Impeller & Pump shaft should be made of stainless steel		
05	Fourth submersible pump – **2 Nos are required** i. Should be three phases operated one. ii. Should be between 20 hp to 27.5 hp. iii. Should have 6" outer diameter or less. iv. Should have 3" discharge output diameter. v. Should have flow rate between 1000 to 1200 Liters per minute at 75 m head. vi. Should be three phase powered motor. vii. Should have 120 m of four core wire. (Phase wire size-10 mm^2 4 core). viii. Impeller & Pump shaft should be made of stainless steel	All eight items are mandatory requirements.	
06	Must have four outrigger jacks, each having a minimum load-bearing capacity of 2.5 ton, as shown in the attached drawing.	Mandatory requirements.	
07	Must have suitable method in winch type to insert pump and pipe in to deep well. - Suitable cable to hanger motors with length 20 m.	Mandatory requirements.	
08	Must have two separate panel board. i. 1st Panel board • Must have necessary equipment – main switch, MCB, RCCB, over load switch, phase indicator lamp, ampere indicator, voltage indicator, emergency switch, kWh meter, push button switches and ect. • Must have capacity to operate 1st and 2nd pumps. • Must have two three phase industrial socket outlet. • Must have integrated control panel with capability to control pump flow rate (with VFD). ii. 2nd Panel board • Must have necessary equipment – main switch, MCB,RCCB over load switch, phase indicator lamp, ampere indicator, voltage indicator, emergency switch, kWh meter, push button switches and ect. • Must have capacity to operate 3rd and 4th pumps. • Must have two three phase industrial socket outlet. • Must have integrated control panel with capability to control pump flow rate (with VFD).	All two items are mandatory requirements.	

REFERENCE ONLY

09	Other requirement of Complete unit. i. GI pipes. -30 nos of heavy duty with 2.3mm thickness GI pipe with 2" diameter and 3m length. -Pipe t -30 nos of Coupling for 2" pipe. -30 nos of heavy duty with 2.3mm thickness GI pipe with 3" diameter and 3m length. -30 nos of Coupling for 3" pipe. ii. Digital flow meters -2 nos flow meters with 2" output and input diameter. -2 nos flow meter with 3" output and input diameter. iii. Brass ball valve -2 nos of 2" diameter. -2 nos of 3" diameter. iv. GI elbow -2 nos of 2" diameter. -2 nos of 3" diameter. v. Flexible or canvas hose with hose clamp. -100m of 2" diameter. -100m of 3" diameter. -3 nos of 2" clamp. -3 nos of 3" clamp. vi. 1" conduit pipe – 100 m vii. Folding bed – 4 nos viii. Folding chairs – 3 nos	All eight items are mandatory requirements.	
10	Spares Confirmation of availability of spare parts with the local agent in Sri Lanka or local manufacture for the generator, pumps and other items in pump unit for next ten years from the date of delivery to be stated (a written document should be provided)		
11	Manuals One set of manuals (operation & maintenance) in English should be provided for the generator, pumps and pump unit.		
12	Warranty At least one year warranty should be provided for other parts against manufacture's defects and corrosions.		

REFERENCE ONLY

Flow Meters

No	Specifications	Bidder's Specification	
	Subcomponents	**50mm in Diameter (2 Inch)**	**80mm in Diameter (3 Inch)**
01	Make/Model	Specify	
02	Brand	Specify	
03	Country of Origin	Specify	
04	County of Manufactures	Specify	
05	Type	Ultrasonic(US)	
06	Power Supply	• Battery Lifetime 5to 10 Years • Battery Should be replaceable • Battery Should be available at Local Market	
07	Accuracy	$\pm$2% of reading	
08	Measuring Capacity	Minimum: 12 m^3/h Maximum :30 m^3/h	Minimum: 15 m^3/h Maximum :100 m^3/h
09	Working Pressure/ Temperature	$\leq 16\ bars$ $0°C$ – 50 ^{0}C	
10	Measuring Unit	m^3/h	
11	Measuring Display	8 digits and index, menu and status symbols for dedicated information.	
12	Materials	Should have corrosion resistant materials in all parts as per the relevant ISO standard.	
13	Diameter	2 inch (50 mm)–(Can assemble to 50mm pipes)	3 inch (80 mm)–(Can assemble to 80mm pipes)
14	Calibration	Each ultrasonic flow meter is to have a factory wet calibration certificate stating the calibration date, time and accuracy of the meter.	
15	Water proof rating	IP 68	
16	Warranty	03 years	
17	Other Properties	Flow Meter Have Anti Magnetic Properties	

REFERENCE ONLY

Name of Bidder …… Signature of Bidder ……
[Insert complete name of Bidder] *[Signature of person signing the Bid]*

Date …… *[Insert date]*

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(c) "Contract Price" means the price pay able to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "CC" means the Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.

(i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) "The Project Site," where applicable, means the place named in the Contract Data.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy.

REFERENCE ONLY

(i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4.Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

REFERENCE ONLY

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standard.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

11.Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documentation

12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.

13. Supplier's Responsibility

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

14. Contract Price

14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

15.1 The Contract Price shall be paid as specified in the Contract Data.

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and up on fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

17.2 The proceeds of the Performance Security shall be pay able to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the Contract Data, the Performance Security, if required,

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shall be in Sri Lank a Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

18.1 The copy right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copy right in such materials shall remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20.Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21.Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section- V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the

REFERENCE ONLY

Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

23. Insurance

23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

24. Transportation

24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the p remises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2 provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the p lace and time, to the Purchaser. The Supplier shall obtain from any relevant third p arty or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, up on giving a notice pursuant to CC Sub-Clause 25.4.

REFERENCE ONLY

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Up on receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously rep air or rep lace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

REFERENCE ONLY

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney 's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility property rights registered or other l property right registered or otherwise existing at the date of the Contract by reason of:

(a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is mad e against the Purchaser arising g out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty - eight (28) day s after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of rep airing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

REFERENCE ONLY

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform is obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery /Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty -eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed up on in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

REFERENCE ONLY

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreeing upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

(ii) If the Supplier fails to perform any other obligation under the Contract; or

(iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, up on such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

(a)The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

REFERENCE ONLY

(a)The Purchaser, by notice sent to the Supplier,
may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the date up on which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i)To have any portion completed and delivered at the Contract terms and prices; and/or

(ii)To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

REFERENCE ONLY

REFERENCE ONLY

Section VII. Contract Data

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REFERENCE ONLY

Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(h)	The Purchaser is: Project Director, Integrated Watershed and Water Resource Management Project
CC 1.1 (m)	The Project Site(s)/Final Destinations are given in the delivery schedule.
CC 1.1	Add the following definition: "Bank" means the World Bank and refers to the International Development Association (IDA).
CC 3	Replace CC 3 with the following: 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Section X- Fraud and Corruption. 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
CC 4	Add the following to CC 4: 4.5 Non-waiver (a)Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
	(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
CC 7	Add the following to CC 7: 7.2 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. 7.3 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

REFERENCE ONLY

CC 8.1	For **notices**, the Purchaser's address shall be: Attention: Project Director, Integrated Watershed and Water Resource Management Project, 2nd Floor, Mahaweli Centre Building, No.96, Ananda Kumaraswamy Mawatha, Colombo 07 Telephone: *94 11 2691163* Electronic mail address: *iwwrmp@sltnet.lk*
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are CD/DVD, Manual, Brochure and warranty certificate etc. for all equipment. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Total Advance Payment 30% of the initial contract price, will be made upon the submission of the "Un Conditional Demand" Advance Guarantee which is obtained from the Bank registered under Central Bank, Sri Lanka. Acceptable to the purchaser in the given format. A: For Goods supplied from within Sri Lanka Payment shall be made in Sri Lanka Rupees within twenty-eight (28) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. (i) **On Delivery:** Up to a maximum of Eighty (80) percent of the Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified in CC Clause 12. (ii)**On Acceptance:** The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within twenty eight (28) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
CC 17.1	A Performance Security shall be required ***The amount will be 10% of the Contract Price (Covering warranty period if any and additional 28 days)***
CC 19	Add the following to CC 19: 19.5 The obligation of a party under CC Sub-Clauses 19.1 and 20.2 above, however, shall not apply to information that: (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

REFERENCE ONLY

CC 25.1	The inspections and tests shall be: *carried out at Colombo by a team nominated by the purchaser before taking over the goods prior to submitting all the goods.*
CC 25.2	The Inspections and tests shall be conducted at: Colombo
CC 25.9	Add the following to CC 25: The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 36 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).
CC 26.1	The liquidated damage shall be 0.5% per week The maximum amount of liquidated damages shall be: 5% of the Contract Price.
CC 27.5	I. Equipment replacement should be completed and handed over the equipment to the owner (WRB) within 10 working days after informing by the owner during the warranty period. Any additional day will be considered as a day of delay II. Downtime loss shall be 15,000 per day/per equipment. III. Downtime loss should be encashed from the performance guarantee
CC 36	Add CC 36 as follows: Inspections and Audit by the Bank: The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

REFERENCE ONLY

Section VIII. Contract Forms

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REFERENCE ONLY

1. Contract Agreement

THIS CONTRACT AGREEMENT is made
the *[insert: number]* day of *[insert: month], [insert: year]*.

BETWEEN

(1) *Project Director, Integrated Watershed and Water Resource Management Project of Ministry of Agriculture, Livestock, Lands and Irrigation* and having its principal place of business at 2nd floor, Mahaweli Centre Building, *No 96, Ananda Cumaraswamy Mawatha, Colombo 07.* (hereinafter called "the Purchaser"),
and

(2) *[insert name of Supplier],* a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., ***Procurement and Supply of Test Pumping Unit with supporting accessories- Retender*** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement
   (b) Contract Data
   (c) Conditions of Contract
   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
   (e) The Supplier's Bid and origin al Price Schedules
   (f) The Purchaser's Notification of Award
   (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

REFERENCE ONLY

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: …….. *[insert signature]*
in the capacity of……. *[insert title or other appropriate designation]*
in the presence of…… *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: …… *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of…… *[insert title or other appropriate designation]*
in the presence of…….. *[insert identification of official witness]*

REFERENCE ONLY

2. Performance Security

[Note: the purchaser is required to fill the information marked as "" and delete this note prior to selling of the bidding document]*

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

* Beneficiary: *Project Director,*
Integrated Watershed and Water Resource Management Project
2nd floor, Mahaweli Centre Building,
No 96, Ananda Kumaraswamy Mawatha, Colombo 07.

Date: ----------

PERFORMANCE GUARANTEE No.: ----------

We have been informed that ---------- [*name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ---------- *[reference number of the contract] dated* ---------- with you, for the ---------- Supply of ---------- *[name of contract and brief description]* (hereinafter called "the Contract").

PREFERENCE ONLY

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

At the request of the Supplier, we ---------- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceed in g in total an amount of ---------- *[amount in figures]* (----------) *[amount in words]*, such sum being p ay able in the types and proportions of currencies in which the Contract Price is payable, up on 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 ……, 20. *[insert date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

_____

[signature(s)]

3. Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
No. and title: *[insert number and title of bidding process]*
[issuing Agency's letterhead]

Beneficiary: *Project Director,*
Integrated Watershed and Water Resource Management Project
2nd floor, Mahaweli Centre Building,
No 96, Ananda Kumaraswamy Mawatha,
Colombo 07.

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (herein after called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of [insert types of Goods to be delivered] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[1] in figures and words]* up on receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

REFERENCE ONLY

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 Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date[2]]*.

_____

[signature(s) of authorized representative(s) of the issuing agency]

[1] *The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies.) of the Contract or a freely convertible currency acceptable to the Purchaser*

[2] *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Section IX. Eligible Countries

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Section IX. Eligible Countries

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

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, revised in October 2006, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

   Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

   Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding: please refer to the debarred list in http://www.worldbank.org/debarr

REFERENCE ONLY

MINISTRY OF AGRICULTURE, LIVESTOCK, LANDS AND IRRIGATION

IWWRMP

INVITATION FOR BIDS
Integrated Watershed and Water Resources Management Project (IWWRMP)

Project No: P166865, Loan No: IDA-66190-LK/IDA-66210-LK

1. The Government of the Democratic Socialist Republic of Sri Lanka has applied for financing from the International Development Association (World Bank) towards the cost of **Integrated Watershed and Water Resources Management Project (IWWRM Project)** and it intends to apply part of the proceeds of this credit to payment under the contracts mentioned in the schedule below.

2. Project Director of IWWRM Project, invites sealed bids from eligible and qualified bidders for the following as given in the Table 01, on behalf of the Chairman, Project Procurement Committee of Integrated Watershed and Water Resources Management Project.

REFERENCE ONLY

Table 01

Description of Work	Required Experience / Qualification	Bid Security validity Period
Procurement and Supply of Test Pumping Unit with supporting accessories – Retender LK-MoMDE-367154-GO-RFB. (Delivery Period:60days)	I. The documents / evidence need to be submitted with client details and certified completion report. II. Working experience with Foreign/ Government institutions shall be submitted III. Technical Staff and other qualifications must comply with the requirements of section 37.2(Instruction to Bidders).	Bid security value: Rs. 447,000.00 Validity: (147 days) Up to 19.03.2027
Procurement of firefighting equipment for the upper Mahaweli watershed LK-MoMDE-573820-GO-RFB. (Delivery Period:90days)	I. The bidder shall be in the business for more than 10 years and should have completed a minimum of 3 similar projects in last 5 years. II. The documents / evidence need to be submitted with client details and certified completion report. III.Working experience with Foreign/ Government institutions shall be submitted IV.Technical Staff and other qualifications must comply with the requirements of section 37.2(Instruction to Bidders).	Bid security value: Rs. 1,110,000.00 Validity: (147 days) Up to 19.03.2027

3. To be eligible for a contract award, the successful bidder shall not have been blacklisted and shall meet the requirements in the Bidding Documents.
4. The Bidding documents may be available for inspection in the https://www.iwwrmp.lk/web/procurement/section/procurement-notices website for references.
5. Interested bidders may obtain further information from **Senior Project Specialist (Contracts & Procurements),** IWWRM Project, 2nd Floor, Mahaweli Centre Building, No. 96, Ananda Coomaraswamy Mawatha, Colombo 07 and inspect the bidding documents at the same address given above during on working Days by prior notification. (Contact No: 0112691163) as per the table 2.
6. Prospective Bidders can obtain the Bidding Documents by a written request on a company/firm letter head, addressed to the Project Director, IWWRM Project, 2nd Floor, **Mahaweli Centre Building**, **No. 96, Ananda Coomaraswamy Mawatha** only on working days by **prior notification** (Contact

No. 011-2691163), on payment of a non-refundable bid document fee as given above per set of Bidding Documents (Please refer Table: 02 for the amount) on Cash or sending the written request by email to iwwrmp@sltnet.lk with the scan copy of Bank Payment Slip paid the non-refundable bidding documents fee to the Integrated Watershed and Water Resources Management Project Bank Account no. of **7042633** at Bank of Ceylon, Hyde Park Branch.

7. The pre-bid meeting and site visit will be conducted as mentioned in table 02 at PMU Conference room, IWWRMP, 2nd Floor, Mahaweli Centre Building, No.96, Ananda Coomaraswamy Mawatha, Colombo 07. Bidders are requested to inspect the sites with the assistance of the relevant officer.
   Table 02

Contract No	Non Refundable Deposit	Information & Bidding document Request	Pre bid meeting	Bid Closing and Opening (Date & Time)
LK-MoMDE-367154-GO-RFB.	Rs. 8,000.00	from 26.10.2026 to 05.11.2026 During 9.30 hrs. to 15.00 hrs	Date: 02.11.2026 Time: 10.30 a.m.	Date:06.11.2026 Time: 2.00 p.m.
LK-MoMDE-573820-GO-RFB.	Rs. 18,000.00	from 26.10.2026 to 05.11.2026 During 9.30 hrs. to 15.00 hrs	Date: 02.11.2026 Time: 12.30 a.m.	Date:06.11.2026 Time: 3.00 p.m.

8. All pages of the Bidding Documents shall be signed by the bidder and affixed to his seal.
9. Completed Sealed Bid with **duplicate,** clearly marked the contract name and the number on the top left corner of the envelope may be dispatched either by Registered Post or hand delivered or courier to the **Project Director, IWWRM Project, 2nd Floor, Mahaweli Centre Building, No. 96, Ananda Coomaraswamy Mawatha, Colombo 07** as specified in the **Table 02.** Bids will be opened immediately thereafter. Bidders or their authorized representatives, not exceeding two (2) in numbers, are permitted to be present at the opening of bids.

REFERENCE ONLY

Project Director,
Integrated Watershed and Water Resources Management Project
2nd Floor, Mahaweli Centre Building,
No.96, Ananda Coomaraswamy Mawatha,
Colombo 07.
23.10.2026