

ORIGINAL

REQUEST FOR QUOTATIONS – WORKS

Establishment of Gender Based Violence Prevention Support Center
Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH

(Rikillagaskada Cluster)

CONTRACT NO: HSEP/PIU/CP/W17/NE/01/2023

December 2023

REQUEST FOR QUOTATION - WORKS (RFQW)

Project Title: Establishment of Gender Based Violence Prevention Support Center Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH

Source of Funding : Asian Development Bank - Loan 4121: Health System Enhancement Project

Contract Ref: **HSEP/PIU/CP/W17/NE/01/2023**

Date of Issue of Request: 21./02/2024

To Sir/Madam:

1. The Deputy Project Director – Central Province - HSEP (Employer) hereby requests you to submit a quotation for the following works:

Procurement of Works- Establishment of Gender Based Violence Prevention Support Center- Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH

To assist in the preparation of your price quotation, the necessary **Specifications, Activity Schedule and Drawings, Form of Quotation** and a draft **Contract Form** are enclosed. You are advised to visit the site of the works at your own expense, and obtain necessary information in order to prepare your quotation.

2. If you/your firm, however, falls under any of the following conditions, your proposal may not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design, specifications, or engaged in the preparation of the Project or firm that will provide supervision of the Works, or
 - (c) you/your firm are/is owned by the Employer, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or
 - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must:
 - (a) have experience as a prime contractor in the construction of **at least one work over the last 3 years of the nature and complexity equivalent** to the works covered by this **Request for Quotation** as evidenced by a client's certificate of completion; and
 - (b) provide evidence of availability of financial resources to successfully complete the works in the amounts given in the below table. Requirements stated below is applicable for each lot separately. Credit line from a reputable bank is acceptable evidence. Otherwise, you will not be considered further.

Lot No.	Name of works	Amount in LKR (for financial resources)
01	Establishment of Gender Based Violence Prevention Support Center Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH	1,300,000.00

4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for the whole works as described in attached documents and submitted

only in the attached **Form of Quotation** with the priced **Activity Schedule**. The currency of quoted prices and payment shall be **Sri Lankan rupees**. The quotation shall include all duties, local taxes and other levies payable by the contractor in accordance with the local laws.

- (b) You shall submit only one quotation. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (d) Your quotation should be valid for a period of **90 days** from deadline for submission of the quotation as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of eligible contractors for the project for 2 years.

Submission and Opening

- (e) Your **Form of Quotation** with the priced **Activity Schedule**, if applicable, should be submitted by 05./03/2024 on or before 10.00 a.m. with the required documents that should be signed, sealed in an envelope, and addressed to and delivered to the following address:

Employer's Address : Deputy Project Director
Health System Enhancement Project-CP,
No:106, Pallegama Road, Ampitiya,
Kandy

Telephone : 0813154700

[Or]

Your **Form of Quotation** with the required documents may be submitted electronically by e-mail to the following e-mail address:

E-mail : piucp.dpd@gmail.com

- (f) Quotations shall be opened in public in the presence of participating contractors' representatives who choose to attend, on 05./03/2024 at 10.00 a.m. and at the following address.

Deputy Project Director
Health System Enhancement Project-CP,
No:106, Pallegama Road, Ampitiya, Kandy,

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation.
- (h) In evaluating the quotations, the Employer shall adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the total price in the Priced **Activity Schedule** or the quoted amount indicated in the **Form of Quotation**, the total price in the Priced **Activity Schedule** shall govern. If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (i) The Employer shall award the contract to the contractor whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.

- (j) The contractor whose quotation has been accepted will be notified by the Employer within **90 days** from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Employer.
- (k) The successful contractor shall sign the **Contract** (attached) governed by the annexed **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in Sri Lanka.

5. Further information can be obtained from:

Name : Procurement officer
 Address : Health System Enhancement Project
 No:106, Pallegama Road, Ampitiya,
 Kandy
 Telephone : 0813154700
 E-mail : procurement.piucp@gmail.com

- 6. The Employer intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the Contract resulting from this **Request for Quotation**.
- 7. Under **ADB's Anticorruption Policy** (1998, as amended to date), bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the bidder recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
- 8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the employer's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____

- 9. You/your firms, joint venture partners', associates', parent company's affiliates or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²


- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

¹ Any such disclosure shall be forwarded by the Employer to ADB.

² Any such disclosure shall be forwarded by the Employer to ADB.

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the employer's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,



Deputy Project Director,
Health System Enhancement Project-CP,
No:106, Pallegama Road, Ampitiya, Kandy

Deputy Project Director
Health System Enhancement Project
Central Province

FORM OF QUOTATION (Works)

_____ [Date]

To: Deputy Project Director
Health System Enhancement Project-CP,
No:106, Pallegama Road, Ampitiya,
Kandy,

We, having examined the **Request for Quotation** and its attached documents, offer to execute the Procurement of Works **Establishment of Gender Based Violence Prevention Support Center - Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH (HSEP/PIU/CP/W17/NE/01/2023)** in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price _____ of

..... (amount in words) (amount in numbers) in Sri Lankan Rupees. We propose to complete the Works described in the Contract within a period of months from the Date of Signing of the Contract.

This Quotation and your acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer required by the proposal documents.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Employer; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Contractor : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Signature of Signatory : _____
Address : _____
: _____
Phone Number : _____
Fax Number, if any : _____
Email address (optional) : _____

ACCEPTANCE

The Employer accepts the Contractor's offer to undertake the Works. Execution of the Works shall commence no later than the Start Date specified in the Contract.

**Establishment of Gender Based Violence Prevention Support Center Proposed Extension to Mithuru
Piyasa Center - Rikillagaskada BH**

Contract No. **HSEP/PIU/CP/W17/NE/01/2023**

Contract Amount :

The Contractor shall provide a Performance Security for the due performance of the Contract, within 14 days of receipt of this returned Form of Quotation, in the amount equivalent to 10% of the Contract Price.

The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Contractor's country, acceptable to the employer.

Name of Purchaser : Deputy Project Director – Central Province - HSEP

Authorized Signature : _____

Date : _____

CONTRACT

Name of Country: Sri Lanka

Project Name: Health System Enhancement Project

Name of Contract: **Establishment of Gender Based Violence Prevention Support Center Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH (HSEP/PIU/CP/W17/NE/01/2023)** (This Contract is entered into this [date] day of [month], [year] between Deputy Project Director – Central Province - HSEP the one part (hereinafter called the Employer) and [name of Contractor] (hereinafter called the Contractor) on the other part. Whereas the Employer has called for quotations **Establishment of Gender Based Violence Prevention Support Center Proposed Extension to Mithuru Piyasa Center -Rikillagaskada BH** and the Contractor has submitted a quotation for the above work and the Employer has accepted the Contractor's Quotation dated for the evaluated bid price offor the execution and completion of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Form of Quotation, with Specifications, Activity Schedule and Drawings; and
 - b. Contract Terms and Conditions;
2. Taking into account payments to be made by the Employer to the Contractor as provided herein, the Contractor hereby enters into this **Contract** with the Employer to execute the works fully described in the **Request for Quotation** documents with the scope itemized in the **Activity Schedule**, and in a professional workmanship in accordance with the **Contract Terms and Conditions**, all of which documents constitute integral parts of this **Contract**.
3. The Employer agrees to pay the Contractor, in consideration of the execution and completion of the Works and remedying defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.
4. The Start Date of the execution of Works shall be no later than 7 days after signing contract agreement

In witness whereof the parties thereto have caused this Contract to be executed under the laws of Sri Lanka (country of Employer) on the date indicated above.

Signature and seal of the Employer:
FOR AND BEHALF OF

Signature and seal of the Contractor:
FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Establishment of Gender Based Violence Prevention Support Center Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH

Employer : Deputy Project Director – Central Province - HSEP
Contract No **HSEP/PIU/CP/W17/NE/01/2023**

1. Definitions

1.1 The words and expressions defined shall have the following meanings assigned to them.

- (a) The **Activity Schedule** is a schedule of the activities comprising the construction of the Works in a measure & pay contract. It includes a measure & pay price for each activity, which is used for valuations.
- (b) The **Start Date** is the latest date when the Contractor shall commence execution of the Works, as specified in the Contract.
- (c) The **Completion Date** is the date of completion of the Works as certified by the Project Manager.
- (d) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.
- (e) The **Contractor** is the party whose offer to carry out the Works has been accepted by the Employer.
- (f) The **Contract Price** is the accepted contract amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (g) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (h) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects in accordance with Clause 19 [Correction of Defects].
- (i) The **Employer** is the party who employs the Contractor to carry out the Works.
- (j) Force Majeure means an exceptional event or circumstance which: is beyond a Party's control; which such Party could not reasonably have provided against before entering into Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (k) **Party** means the Employer or the Contractor, as the context requires.
- (l) **Project Manager** is the Project Engineer of Project Implementation Unit. The **Project Manager** is the person appointed by the Employer and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.
- (m) The **Site** is the area defined by the Employer where the Works are to be executed, and any other place specified in the Contract as forming part of the Site.
- (n) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (o) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, including any Variation.

2. Interpretation

2.1 In interpreting these conditions, singular also means plural. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these conditions.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Contract, including Contract Terms and Conditions
- (b) Accepted Form of Quotation,
- (c) Specifications,
- (d) Drawings,
- (e) Priced Activity Schedules, and BOQ
- (f) any other document required to form part of the Contract.

3. Contract

3.1 The Parties shall enter into a Contract within 10 days after the Contractor receives notification of Acceptance.

4. Compliance with Laws

4.1 The Contractor shall, in performing the Contract, comply with applicable Laws of Government of Democratic Socialist Republic of Sri Lanka.

5. Fraud and Corruption

5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Project Manager's Decisions

6.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

7. Communications

7.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

8. Employer's Risks

8.1 From the Start Date until the Completion Date, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

9. Contractor's Risks

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

10. Insurance

10.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated for the following events, which are due to the Contractor's risks:

- (a) for loss or damage to the Works, Plant and Materials: 100% value of the Contract with maximum 25% deductibles.
- (b) for loss or damage to Equipment: 100% value of the Equipment with 25% maximum deductibles.
- (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract LKR 1,250,000.00 with 25% maximum deductibles.
- (d) for personal injury or death:
 - (i) of the Contractor's employees: LKR 2 million per occurrence without limitation to the number of occurrences per year, with 25% maximum deductibles.
 - (ii) of other people: LKR 2 million per occurrence without limitation to the number of occurrences per year, with 25% maximum deductibles.

10.2 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

11. Contractor to Construct the Works

11.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings for which the quotation was offered.

12. Works to Be Completed by the Completion Date

12.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Completion Date.

12.2 The Intended Completion Date for each Lot of the Works shall be; 10 Weeks

12.3 Late Completion

The amount to be paid is 0.05% of Initial Contract Price per Day, subjected to maximum of 10% of Initial Contract Price.

13. Possession of the Site

13.1 The Employer shall give possession of all parts of the Site to the Contractor one day after signing the contract.

14. Access to the Site

14.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

15. Safety

15.1 The Contractor shall be responsible for the safety of all the activities on the Site.

16. Instructions, Inspections, and Audits

16.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.

16.2 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors

appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of 3 years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.

17. Program

17.1 Within 14 days after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for his no-objection and reference a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The activities in the Program shall be consistent with those in the Activity Schedule.

17.2 The Program shall indicate commencement of the Works on the Start Date and proceed without delay to comply with the Completion Date in the Contract.

18. Defects Liability Period

18.1 The works undertaken should be covered by contractor's warranty under the Defects Liability Period of 12 months from the date of completion. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

19. Correction of Defects

19.1 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period.

19.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within 5 days from the Project Manager's notice

20. Uncorrected Defects

20.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. If Contractor is unable to correct the defect or pay the required amount imposed, the Contractor shall be disqualified from undertaking contracts for the Employer for a period of five years.

21. Contract Price

21.1 The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid.

22. Retention

22.1 The retention from each payment shall be 10% of certified work done, as per the Interim Certificate. The maximum amount of retention shall be 5% of Initial Contract Price.

23. Release of Retention

23.1 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with 33.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

24. Advance Payment

24.1 An advance payment of 15% of the Contract Price (excluding Provisional Sum and Contingencies) will be paid upon an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

24.2 The advance payment shall be repaid through deductions of 25% from each interim payment starting with the payment certificate where the value of work certified has exceeded 30% of the Contract Price, provided that the advance payment shall be completely repaid prior to the time when 90% of the Contract Price is certified for payment.

24.3 The Advance payment guarantee shall be in the form as specified in Attachment 4.

25. Performance Security

25.1 The Contractor shall provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.

The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Contractor's country, acceptable to the employer.

25.2 The Performance Security shall be in the form as specified in Attachment 5.

26 Taxes and Duties

26.1 The Contractor is responsible for all taxes, duties, levies, etc. in accordance with the laws of the Government of Democratic Socialist Republic of Sri Lanka.

27 Payment Certificates

27.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

27.2 The value of work executed shall be determined by the Project Manager and certify the amount to be paid to the Contractor.

27.3 The value of work executed shall comprise the value of completed activities in the Activity Schedule.

27.4 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

28 Payments

28.1 Payments shall be adjusted for deductions for advance payments, if any. The Employer shall pay the Contractor the amounts certified by the Project Manager within 14 days of the date of each certificate.

29 Variations

29.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

29.2 Variations shall be valued as follows,

(a) At a lump sum price agreed between the Engineer and the Contractor.

(b) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

29.3 In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which at appropriate new rates, as may be agreed or which the Engineer considers appropriate.

30 Cost of Repairs

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

31 Notice and Consequences of Force Majeure

31.1 If a Party is or will be prevented from performing its obligations under the Contract by Force majeure, it

shall give notice to the other Party of the circumstances of Force Majeure within 10 days after the Party becomes aware of them.

31.1 The Party shall, having given notice, be excused from performance of obligations for so long as Force Majeure persists. However, each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

31.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

31.3 If contractor is prevented from performing its obligations due to Force Majeure of which notice has been given, and suffers delay due to such Force Majeure, the contractor shall be entitled to (a) an extension of time if completion will be delayed, and (b) payment of costs, including rectification or replacement of works or goods damaged, when such costs arises from the defined events or circumstances of Force Majeure to the extent they are not indemnified through the insurance policy.

32 Release from Performance

32.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance.

32.1.1 the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and

32.1.2 the sum payable by the Employer to the Contractor shall be the same as would have been payable under Clause 34 [Payment Upon Termination].

33 Completion

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

34 Taking Over

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

35 Final Account

35.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 28 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 28 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

36 Termination

36.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

36.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

36.2.1 the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

36.2.2 the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

36.2.3 the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

36.2.4 a payment certified by the Project Manager is not paid by the Employer to the Contractor within 56 days of the date of the Project Manager's certificate;

36.2.5 the Project Manager gives Notice that failure to correct a particular defect prior to completion is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

- 36.2.6 the Project Manager gives two consecutive Notices to update the Program and accelerate the works, and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- 36.2.7 the Contractor does not maintain a Performance Security, which is required;
- 36.2.8 the Contractor has delayed the completion of the Works by more than 56 days; and
- 36.2.9 if the Contractor, in the judgment of the Employer has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing the Contract.

37 Payment upon Termination

- 37.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 37.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

38 Resolution of Disputes

- 38.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the unresolved dispute between the Employer and the Contractor, the dispute shall be settled in accordance with the provisions of the **Arbitration Act No.11 of 1995** in Sri Lanka.

39 Suspension of ADB Loan or Credit

- 39.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,
 - 39.1.1 the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
 - 39.1.2 if the Contractor has not received sums due it within the 28 days for payment provided for in Clause 26 [Payments], the Contractor may immediately issue a 14-day termination notice.

ATTACHMENT 1 - SPECIFICATIONS

Refer the following publications for specifications unless or otherwise specified in the given activity schedule.

1. **Specifications for Building Works (Vol. I) – [3rd Edition (Revised) – July 2004]**
2. **SPECIFICATIONS FOR BUILDING WORKS (VOL. II) – [2ND EDITION (REVISED) – OCTOBER 2001] [2ND EDITION – JUNE 2009]**

ATTACHMENT 2 - ACTIVITY SCHEDULE (AS PER BOQ)

Establishment of Gender Based Violence Prevention Support Center

Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH

SUMMARY OF BILL OF QUANTITIES

ITEM	DESCRIPTION	AMOUNT/ Rs.
A	Aluminium work	
B	Electrical work	
C	Miscellaneous work	
	Sub Total 1	
	Add 10 % Contingencies	
	Sub Total 2	
	Add 15% VAT	
	Estimated Project Cost	

ATTACHMENT 3 - DRAWING

ATTACHMENT 4 – FORM OF ADVANCE PAYMENT SECURITY

Advance Payment Security

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

Beneficiary: Deputy Project Director – Central Province – HSEP, Sri Lanka.

Advance Payment Guarantee No.:

We have been informed that [name of the contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in words]³ [amount in figures] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]⁴ [amount in figures] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

- (a) used the advance payment for purposes other than the costs of mobilization and cash flow support in respect of the Works; or
- (b) has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the Contract, specifying the amount payable by the Contractor.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number [contractor's account number] at [name and address of the bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the [date] day of [month], [year]⁵, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (or ICC Publication No. 758 as applicable).

.....
[Signature(s) and seal of bank (where appropriate)]

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

³ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

⁴ Footnote 1.

⁵ Insert the expected expiration date of the time for completion. The Employer should note that in the event of an extension of the time for completion of the contract, the Employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

ATTACHMENT 5 – FORM OF PERFORMANCE SECURITY

Performance Security

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

Beneficiary: Deputy Project Director
Health System Enhancement Project-CP,
No:106, Pallegama Road, Ampitiya,
Kandy,
Sri Lanka.

Performance Guarantee No.:

We have been informed that [name of the contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of works] (hereinafter called "the Contract").

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

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]⁶ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year]⁷, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.⁸

.....
[Signature(s) and seal of bank (where appropriate)]

Note to Bidder -

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

⁶ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the Employer.

⁷ Insert the date 28 days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

⁸ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

BILL OF QUANTITIES

ESTABLISHMENT OF GENDER BASED VIOLENCE PREVENTION SUPPORT CENTER

**Proposed Extension to Mithuru Piyasa Center -
Rikillagaskada BH**

Health System Enhancement Project
Funded by
ASIAN DEVELOPMENT BANK

Project Implementation Unit
Central Province
2023 - December

Establishment of Gender Based Violence Prevention Support Center

Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH

SUMMARY OF BILL OF QUANTITIES

ITEM	DESCRIPTION	AMOUNT/ Rs.
A	Aluminium work	
B	Electrical work	
C	Miscellaneous work	
	Sub Total 1	
	Less Discount (If any)	
	Sub Total 2	
	Add 10 % Contingencies	
	Sub Total 3	
	Add 15% VAT	
	Estimated Project Cost	

Establishment of Gender Based Violence Prevention Support Center

Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
NOTES: Refer Pricing Preambles and specifications in conjunction with BOQ items.					
A	ALUMINIUM WORK				
	Rates for all fabrication work shall include				
	a) Glazing with 4.6mm thick pinhead glass				
	b) All the Aluminium extrusions are powder coated thickness of 60-80 microns. All the sections and accessories must be approved by the Engineer before starting the fabrication.				
	c) Rubber beading should be good quality approved by the Engineer.				
	The contractor is responsible to complete the said works (if damaged existing plastering and painting areas, repair work should be done by the contractor) to the entire satisfaction of the Engineer at no additional cost.				
A-1	Fabricating and fixing Powder coated aluminium single hinged type sash door with aluminium architectural sections with 60-80 micron coating glazed and panelled with 4mm cladding board at bottom and 4.6mm thick glass at top including door lock etc. (The used sections are -100D 3105, 100D 103, 100D 101, 100D 201, 100D301, 100D 401, 100D 501, 100D 1011)	m2	4.00		
A-2	Fabricating and fixing TYPE -03 Powder coated aluminium partition with aluminium architectural sections with 60 - 80 micron coating, glazed and panelled with 3 mm plastic coated ply board to both sides, at top & bottom and 4.6mm thick glass at middle. (The used section SPR 105, SPR 106, SPR 110, SPR 107, SPR 4521)	m2	40.00		
A-3	Supplying and fixing sand blast sticker to glass at partitions	m2	17.00		
	ALUMINIUM WORK TOTAL CARRIED TO SUMMARY				
B	ELECTRICAL WORK				
B-1	Ceiling fan point wiring completed with fan hook - to be carried out with 2 x 1.0 mm ² PVC insulated PVC sheathed copper cables and 2.5 mm ² earth cable wired with PVC casing on wall and on soffit of the slabs to be supplied and installed in working order.	nr	3.00		
B-2	13 A socket outlet / grouped socket outlets - point wiring to be carried out with 2 x 2.5 mm ² PVC insulated PVC sheathed copper cables and 2.5 mm ² earth cable wired in concealed conduit in wall and above ceiling, to be supplied and installed in working order.	nr	4.00		

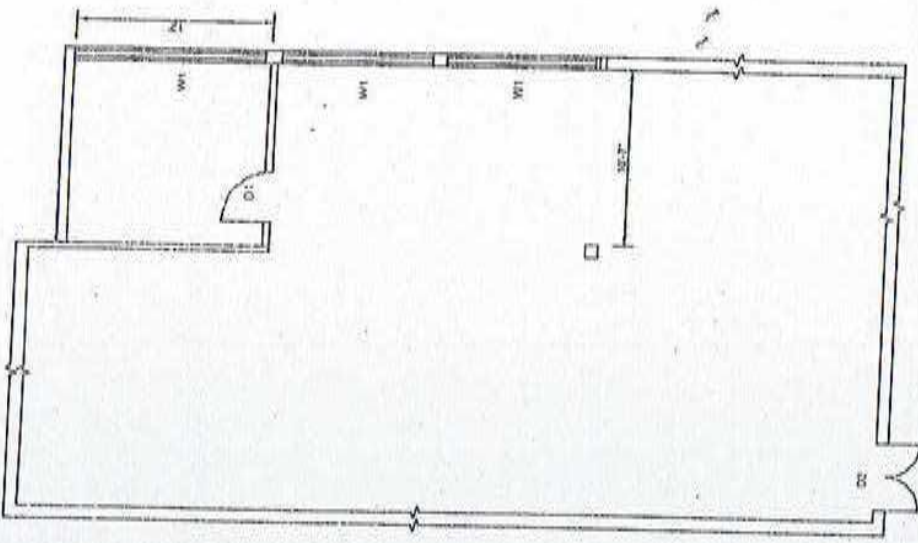
Establishment of Gender Based Violence Prevention Support Center

Proposed Extension to Mithuru Piyasa Center - Rikillagaskada BH

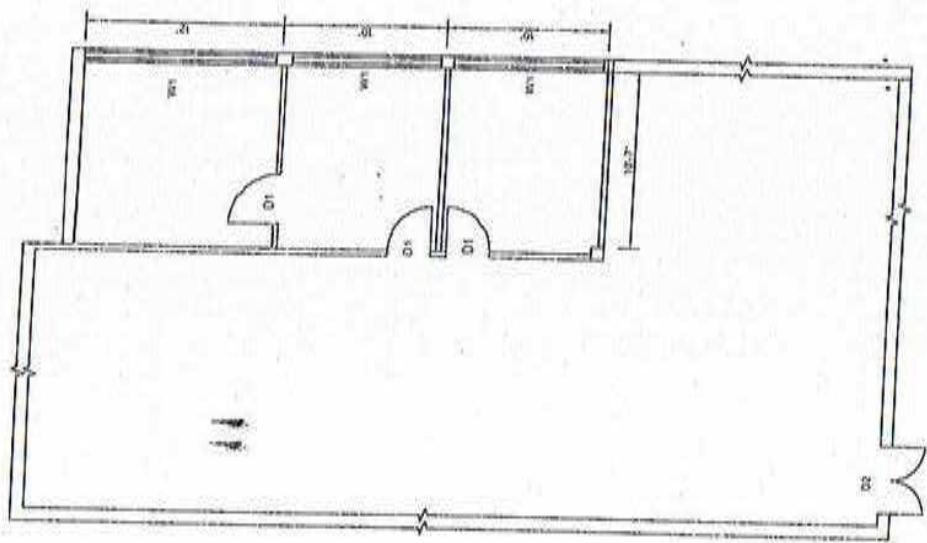
TEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B-3	Supply and installation of of 13 A socket outlet in working order .	nr	4.00		
B-4	Supply and installation of of type 1(complied with SLS 814) ceiling fan 1400mm dia. complete with 5 speed humfree (electrical switch size 85X85mm) regulator, safety switch and safety wire in working order -	nr	3.00		
	<i>ELECTRICAL WORK TOTAL CARRIED TO SUMMARY</i>				
C	MISCELLANEOUS WORK				
C-1	Supplying and fixing approved type curtain with curtain rail and all accessories.	m2	30.00		
C-2	Supply and place in position glass front - Office cupboard (91 X 45 X 187 cm overall height) as per specifications and drawing.	No.	4.00		
C-3	Supply and place in position Excetive high back chair as per specifications and drawing.	No.	4.00		
C-4	Supply and place in position Office table (120 X 70 X 76 cm overall height) as per specifications and drawing.	No.	4.00		
	<i>MISCELLANEOUS WORK TOTAL CARRIED TO SUMMARY</i>				

DOOR / WINDOW PARTITION SCHEDULE	
D1	ALUMINUM DOOR 3' 0" X 7' 0"
W1	EXISTING ALUMINUM WINDOW 12' 0" X 12' 0"
P1	CLADDING BOARD / GLASS PARTITION

PROPOSED AREA
 TO MODIFY AS MITHURUPIYASA
 ACTIVITY CENTER IS
 EXISTING PATIENT WAITING AREA FOR
 GENERAL CLINICS



EXISTING LAYOUT PLAN



PROPOSED LAYOUT PLAN

PROJECT	HEALTH SYSTEM ENHANCEMENT PROJECT	
ACTIVITY	ESTABLISHMENT OF GENDER BASED VIOLENCE PREVENTION SUPPORT CENTER	
TITLE	PROPOSED EXTENSION TO MITHURU PIYASA CENTER - RIKKILAGASKADA BH	
DRAWN BY:	ENG. G. H. ALAGIYAWANNA	DR. M. N. WEERASOORIYA
	APPROVED BY: PROJECT ENGINEER	
	DEPUTY PROJECT DIRECTOR - PIU CP, Health System Enhancement Project, Central Province	
	DEPUTY PROJECT DIRECTOR - PIU CP, Health System Enhancement Project, Central Province	
	DATE:	15.09.2023
	DRG NO.:	HSE/PIU/CP/08/VIR/K01

