

*REVISED ON 20-02-2018*

**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC  
OF SRI LANKA**

**MINISTRY OF CITY PLANNING AND WATER SUPPLY**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

..... **WATER SUPPLY/SEWERAGE SCHEME**

**BID FOR .....**  
**(BUILDING & CIVIL MAJOR WORKS)**

**CONTRACT No.: .....**

*REVISED ON 20-02-2018*

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**GALLE ROAD**

**RATMALANA.**

.....  
**MONTH & YEAR**

**PREFACE TO THE**  
**DOCUMENT NWSDB/SBD/02 /Civil-Major/Ver 3**

This civil works(over Rs. 100.0 million) bidding document was reviewed in December 2011 by the Standard Bidding Document Review Committee appointed by the General Manager and approved for implementation on 6<sup>th</sup> December 2011.

This document can be used for civil construction works and for pipe laying with value exceeding Rs. 100 million with or without prequalification.

This document consists of volume 1 and volume 2. Volume 1 is the ICTAD /SBD/02 which is to be purchased from CIDA. The NWSDB will issue only the Volume 2.

Changes made to volume 1 are given in Bidding Data, Contract Data and Standard Forms, which are given in volume 2.

Users of this document shall fill in the blanks given in the Bidding Data and Contract Data for the particular bidding document. Please refer Guidelines to obtain a general idea on filling in the blanks.

The Standard Bidding Document Review Committee comprised of the following officers.

Mr. G.A. Kumararathna	Addl. G.M (Sewerage)	Chairman
Mr. D.S.D. Jayasiriwardene	Addl. GM (S/E)	Member
Mr. K.R. Dewasurendra	Addl. GM (WSP)	Member
Ms. K.T.P. Fernando	DGM (PC)	Member
Mr. R.H. Ruvinis	DGM (P&D)	Member
Mrs. A.P.S de Silva	DGM (Costing)	Member
Mr. M. Abeysekara	AGM (M&E-Services)	Member
Mr. U.C. Pathirana	AGM (P&D- Doc)	Member
Mr. R.A.A. Ranawaka	AGM (T&C)	Member
Mr. S.S.S. Vipulanandan	AGM (P & C)	Member
Mrs. D.S.P. R.D. Premachandra	CE (P&D-Doc)	Secretary

(This should not be included in the bidding document)

**DOCUMENT ISSUANCE CERTIFICATE**

(To be filled at the time of issue by the authorized issuing officer)

1. STANDARD DOCUMENT REFERENCE NUMBER: NWSDB/SBD/Civil-Major/Ver 3
2. CONTRACT NUMBER : .....
3. a) ISSUED TO : .....
- b) ADDRESS : .....
- c) TELEPHONE NUMBER : .....
- d) FACSIMILE NUMBER : .....
4. a) TENDER FEE : Rs. .... RECEIVED/NOT RECEIVED  
    IN CASH/BANK DRAFT
- b) RECEIPT/BANK DRAFT NUMBER : .....
5. NUMBER OF COPIES ISSUED : .....
6. NUMBER OF CANCELLED COPIES ISSUED : .....
7. CANCELLED COPY FEE : Rs..... RECEIVED/NOT  
    RECEIVED (IN CASH/BANK DRAFT)
8. BUSINESS REGISTRATION NUMBER : .....
9. a) ISSUING OFFICER : .....
- b) DESIGNATION : .....
- c) SIGNATURE : .....
10. PLACE OF ISSUE : .....
11. SEAL : .....
12. DATE : ..... TIME : .....

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Volume 1 includes following sections

Section 1 - Instructions to Bidders

Section 3 - Conditions of Contract

Section 5 - Standard Forms (Contract) are not used – Refer Section 12 of Volume II

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## CHECK LIST BEFORE SUBMISSION OF BIDS

Bidders are advised to fill the following table:

ITEM	REFERENCE	REMARKS
Documentary evidence to establish eligibility of bidder.	4	
Signatory to the BID		
Evidence for authority for Signatory(ies) enclosed?	20	
Form of Bid		
Addressed to the Employer?		
Completed?		
Signed?		
Bid Security		
Addressed to the Employer?	17	
Format as required?	17	
Issuing Agency as specified?	17	
<b>Validity as mentioned in the bidding data</b>	17	
Qualification Information		
All relevant information completed?	4	
Signed?	4	
Addendum		
Contents of the addendum (if any) taken in to account?	11	
BID package		
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# **VOLUME 1**

**Standard Bidding Document, Procurement of works, Major Contracts, ICTAD/SBD/02 Second Edition, - January 2007 Published by Construction Industry Development Authority (CIDA) is applicable in respect of this contract. Any changes to these clauses in the Instructions to Bidders & Conditions of Contracts are indicated in Bidding data and contract data in Section 5 respectively.**

**ICTAD/SBD/02 Second Edition – January 2007 is not provided with this Bidding document, and it is available for purchasing at CIDA, Wijerama Mawatha, Colombo 7.**

## **VOLUME 2**

# **INVITATION FOR BIDS**

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF CITY PLANNING AND WATER SUPPLY  
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**CONTRACT No.:** .....  
..... **Water Supply/Sewerage Scheme**

**Bid for** .....

**INVITATION FOR BIDS (IFB)**

- 1 The Chairman, Cabinet Appointed Procurement Committee, Ministry of City Planning and Water Supply, No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka on behalf of the National Water Supply and Drainage Board (NWSDB) invites sealed bids from eligible and qualified bidders for .....of ..... Water Supply/Sewerage Scheme.
2. Bidding will be conducted through National Competitive Bidding Procedure.
3. Alternative bids shall not be accepted.
4. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall have Registration with CIDA in the field of ..... in Grade .....or above at time of submission of the bid.
5. The estimated cost for this Bid is Rs..... Million without VAT and the construction period is ..... Days
- 6 Interested bidders may obtain further information from Assistant General Manager, (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka over the telephone, number 011-2635885 or 011-2638999 Ext. 1750 or facsimile number 011-2635885 and bidding documents may be inspected free of charge at the office of the Assistant General Manager, (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka.
- 7 A complete set of Bidding documents in English language may be purchased by interested bidders on the submission of a written application on a business letter head and the Certificate of Registration of the Bidder as per the Act No. 3 of 1987 with the Registrar of Public Contract to the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka from ..... until .....from 09:00 hours to 15:00 hours on normal working days upon payment of a non refundable tender fee of Rs...../= Plus applicable VAT in cash.
- 8 Bids shall be delivered to the Chairman, Cabinet Appointed Procurement Committee, Procurement Division, Ministry of City Planning and Water Supply, No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka on or before .....hrs on ..... Late Bids will be rejected. Bids will be opened soon after closing in the presence of the bidders’ representatives who choose to attend.
- 9 All Bids shall be accompanied by a bid security of Rupees.....and valid up to .....(Specify the Date).

**Chairman**  
National Water Supply and Drainage Board  
Galle Road, Ratmalana.  
Sri Lanka

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
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National Water Supply and Drainage Board  
Galle Road, Ratmalana.  
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**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**MINISTRY OF CITY PLANNING AND WATER SUPPLY**  
**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**  
**CONTRACT No.:** .....  
..... **Water Supply Scheme**  
**Bid for** .....  
**INVITATION FOR BIDS (IFB)**

1. The Democratic Socialist Republic of Sri Lanka [*has received/has applied for*] a [*loan/credit*] from the [*name of the foreign funding agency*] towards the cost of .....Water Supply/Sewerage Project, and intends to apply a part of the proceeds of this [*loan/credit*] to payments under the bid for .....
- 2 The Chairman, Cabinet Appointed Procurement Committee, Ministry of City Planning and Water Supply, No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka on behalf of the National Water Supply and Drainage Board (NWSDB) invites sealed bids from eligible and qualified bidders for..... under .....Water Supply/Sewerage Project.
3. Bidding will be conducted through National Competitive Bidding Procedure.
4. Alternative bids shall not be accepted.
5. To be eligible for contract award, the successful bidder shall not have been blacklisted and local bidders shall have registration with CIDA in the field of .....in Grade .....or above at the time of submission of the bid. Foreign bidders should satisfy the eligibility and qualification requirements as specified in the bidding document.
6. The estimated cost for this Bid is Rs..... million without VAT and the construction period is ..... Days
7. Interested bidders may obtain further information from Assistant General Manager, (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka over the telephone, number 011-2635885 or 011-2638999 Ext. 1750 or facsimile number 011-2635885 and bidding documents may be inspected free of charge at the office of the Assistant General Manager, (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka.
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9. A pre-bid meeting will be held at .....hrs. on .....at the ..... (*describe venue of the meeting*).
10. Bids shall be delivered to the Chairman, Cabinet Appointed Procurement Committee, Procurement Division, Ministry of City Planning and Water Supply, No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka on or before .....hrs on ..... Late Bids will be rejected. Bids will be opened soon after closing in the presence of the bidders’ representatives who choose to attend.

11. All Bids shall be accompanied by a bid security of Rupees.....  
and valid up to .....(*Specify the Date*).
12. Bidders shall bear all costs or expenses incurred by him in connection with the preparation  
and delivery of the bidding documents.

**Chairman**

National Water Supply and Drainage Board  
Galle Road, Ratmalana, Sri Lanka



**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**MINISTRY OF CITY PLANNING AND WATER SUPPLY**  
**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**  
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**Bid for** .....  
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7. The estimated cost for this Bid is Rs..... Million without VAT and the construction period is ..... Days
8. Interested bidders may obtain further information from Assistant General Manager, (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka over the telephone, number 011-2635885 or 011-2638999 Ext. 1750 or facsimile number 011-2635885 and bidding documents may be inspected free of charge at the office of the Assistant General Manager, (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka.
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and delivery of the bidding documents.

**Chairman**

National Water Supply and Drainage Board  
Galle Road, Ratmalana, Sri Lanka

**INVITATION FOR BIDS (IFB)**

To: .....  
.....

..... **Project**

**Bid for** .....

**CONTRACT No.:** .....

Dear Sirs,

1. We hereby inform you that the Chairman, Cabinet Appointed Procurement Committee, Ministry of City Planning and Water Supply, No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka on behalf of National Water Supply and Drainage Board (NWS&DB) has prequalified you for bidding for ..... under ..... Water Supply/Sewerage Project.
2. We invite you to submit sealed bids for the execution and completion of the above mentioned contract.
3. Alternative bids shall not be accepted.
4. The bidder shall ensure that his status at the time of prequalification is maintained up to the time of bidding.
5. The estimated cost for this Bid is Rs..... million without VAT and the construction period is ..... days.
6. Interested bidders may obtain further information from Assistant General Manager, (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka over the telephone, number 011-2635885 or 011-2638999 Ext. 1750 or facsimile number 011-2635885 and bidding documents may be inspected free of charge at the office of the Assistant General Manager, (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka.
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9. Please confirm receipt of this letter immediately in writing. If you do not intend to bid, we would appreciate being so notified also in writing at your earliest.

**Chairman**

National Water Supply and Drainage Board  
Galle Road, Ratmalana, Sri Lanka

**INVITATION FOR BIDS (IFB)**

**To:** .....

..... **Project**

**Bid for** .....

**CONTRACT No.:** .....

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1. We hereby inform you that the Chairman, Ministry Procurement Committee, Ministry of City Planning and Water Supply, No. 35, "Lakdiya Madura", New Parliament Road, Pelawatta, Battaramulla, Sri Lanka on behalf of National Water Supply and Drainage Board (NWS&DB) has prequalified you for bidding for ..... under ..... Water Supply/Sewerage Project.
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9. Please confirm receipt of this letter immediately in writing. If you do not intend to bid, we would appreciate being so notified also in writing at your earliest.

**Chairman**

National Water Supply and Drainage Board  
Galle Road, Ratmalana, Sri Lanka

## **2. BIDDING DATA**

The Bidding Data is a part of Instructions to Bidders and should be read in conjunction with the Instructions to Bidders.

If there is a discrepancy found in the Instructions to Bidders and the Bidding Data, the Content in the Bidding Data shall supersede the Content in the Instructions to Bidders.

*(Note: What is typed in italic letters are guide lines to prepare the Bidding Data and they shall be removed after preparation of the Bidding Data.)*

## **Bidding Data**

*(Please note that the clause numbers given here under are that of Instruction to Bidder)*

### **Instructions to Bidders**

#### **Clause Reference**

**(1.1) The Employer's Name and Address**

Name : National Water Supply and Drainage Board

Address: Galle Road,  
Ratmalana, Sri Lanka

**(1.1) Scope of works**

The Works consists of *(Detail description of scope of work to be written)*

.....  
.....

located at .....

**(1.2) Time for completion**

Intended Completion Date is ..... days from the  
Commencement Date.

**(1.3) The office for collection of bid forms is**  
Assistant General Manager (Tenders & Contracts)  
Tenders & Contract Section,  
NWSDB, Galle Road,  
Ratmalana.

The non-refundable fee is Rupees \_\_\_\_\_ Plus VAT,  
payable in cash.

The Bid forms will be issued until \_\_\_\_\_

**(2.1) Source of Funds**

The source of funds is .....  
*(give GOSL or name of donor)*

**(4.1) Qualification Information**

Add to the Clause 4.1

In addition to the details requested in Schedule 1 – General Information in  
Section 9 of ICTAD/SBD/02 January 2007. The following information  
shall be provided.

\* CIDA Registration;

Registration number

Grade

Specialty

Expiry Date

- \* Authorization to sign the bid on behalf of the Bidder
- \* VAT Registration number ;
- \* Legal Status (*Sole proprietor, Partnership, Company etc.*).....
- \* Construction Programme (*Format is given in Appendix 5*)
- \* Details of ongoing works during the last five years;  
(*Format is given in Appendix 1A*)
- \* Details of similar works completed during the last five years; (*format is given in Appendix 1B*)
- \* Details of other works (excluding similar works) during the last five years; (*Format is given in Appendix 1C*)
- \* Bidder shall have the authorization from the manufacturer to sign and negotiate in the bidding on behalf of the manufacturer.
- \* Major items of construction equipment proposed to carry out the Contract; (*Format is given in Appendix 3 & 3A*)
- \* Qualifications and experience of key Technical staff and Construction Management Services proposed for the Contract;  
(*Format is given in Appendix 2*)
- \* Bidder's financial statement for last 5 years (format is given in Appendix 4 & 4A)
- \* Pre-shipment inspection of DI Pipes & Fittings by NWSDB engineers – check list (*Format is given in Appendix-13*)
- \* Name and address of the local accredited agent of the DI pipes & Fittings Manufacture. (Format is given in Appendix 16)
- \* The bidder shall provide a certificate for the confirmation from WRAS (UK) or NSF International laboratories for the suitability for the drinking water purposes for PE Pipes & fittings.
- \* Provide Quality Management System Certificates (ISO 9001:2008/2015) for DI / PE / PVC pipes & fittings Manufacturing factory.
- \* Provide Product Conformity Certificate for DI / PE / PVC pipes, fittings & specials and manhole covers.
  
- \* Name and Address of DI / PE / PVC pipes and fittings manufacturer.
- \* Name of Manufacturer of DI/CI valves.
- \* Name and address of the Local Agent of the Valve Manufacturer.
- \* Quality Management System ISO 9001:2008/2015 Certificate for the Valve Manufacturing factory.

- \* Product Conformity Certificate for the DI/CI Valves.
- \* Name and Address of DI manhole cover manufacture
- \* Name and address of the Local Agent of the manhole cover Manufacturer.
- \* Quality Management System ISO 9001:2008/2015 Certificate for the rubber rings Manufacturing factory.
- \* Product Conformity Certificate for the rubber rings
- \* Functional guarantees for the leak proof pipeline by the pipe manufacturer ..... (Format is given in Appendix 14A,14B, 14C )
- \* Bidder shall provide with bid a valid bid security for the amount and valid up to the date specified in the Bidding Document.
- \* Bidder shall duly filled and signed in the Form of Bid.
- \* Work plan and method statement (specify in the Appendix 5)
- \* Certificate of Registration of the Bidder as per the Act No. 3 of 1987 with the Registrar of Public Contract.
- \* For Joint Venture Bidding following information shall be provided
  - (a) representatives of each Partner company in the Joint Venture should give the power of attorney for their nominated partner for the Joint Venture. This shall be in the form of Power of Attorney by each Partner Company of JV.
  - (b) Copy of Joint venture agreement or Letter of Intent which includes each partners share in the Joint Venture and the work to done by each partner
  - (c) Proposals regarding work methods, scheduling and Resources
- \* any other

**(4.2 a)**

**CIDA registration required**

CIDA registration required for this contract

Specialty .....

Grade .....

**(4.2 b)**

**Average annual volume of construction work**

Average annual volume of construction work is Rs.....

(i) *If contract period is less than one year, the value of the Engineers estimate,*

(ii) *If contract period is more than one year, 1.5 times annual value of the proposed work <sup>\*1</sup>*

*\*1 Annual Value of proposed work,*

$$= \frac{12 \times \text{Engineer's estimate}}{\text{Contract duration in months}}$$



(4.2 c)

### **Minimum Qualification**

Add to the Clause

Minimum qualification to qualify for the award of the Contract over the last 5 years :

(Specify the appropriate works based on the scope of the contract)

Over the last five years

*[Guideline for T/ plant – Water retaining structures of a corresponding value:*

*For Water Tower –*

- 1. Below 300 m<sup>3</sup> capacity– Any type of Water Tower*
- 2. Above 300 m<sup>3</sup> and below 1000 m<sup>3</sup> capacity– Similar type Water Tower*
- 3. Above 1000 m<sup>3</sup> capacity - Similar type but min. of 1000 m<sup>3</sup> capacity.*

*For Reservoirs – above 450 m<sup>3</sup> capacity – minimum of 450 m<sup>3</sup> capacity reservoir*

*below 450 m<sup>3</sup> capacity – same capacity reservoir*

*For Pipe laying- Range of diameter and length of laying (50% or 10 km which ever is less) (aggregate of pipe lengths under different contract should be considered)*

**“Laying”** means *Laying of Pipes according to the Specifications, testing, backfilling, compaction, disinfection and handing over.*

**“Construction”** means *construction according to the specification, testing, cleaning, disinfection and handing over.*

*For DI/CI piping :*

*Product Conformity Certificate, Quality Management System Certificate (ISO 9001:2008/2015) for DI/CI pipes, fittings, specials & rubber rings/gaskets.*

(4.2 d)

### **Essential Equipment**

- \* Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed shall be as given in Appendix 3.

(Bidder shall include any additional equipment, plant, etc. to the Appendix 3 depending on his construction methodology)

**(4.2 e) Construction Management Services**

\* Details of qualifications and experience of the Contract Manager and Construction Management Services shall be .....  
.....  
*Format is given in Appendix 2*

**(4.2 f) Liquid Assets and/or Credit Facilities required**

Working Capital <sup>\*1</sup> + present available credit facilities for the company <sup>\*2</sup> + credit facilities exclusively for this contract - 0.1 x current work commitments <sup>\*3</sup> > Rs.....<sup>\*4</sup>

<sup>\*1</sup> Working Capital = Current Assets – Current Liabilities

<sup>\*2</sup> A letter to prove the credit facilities by a Bank shall be issued within a month prior to date of closing of Bids.

<sup>\*3</sup> current work commitment = work remaining uncompleted

<sup>\*4</sup> (i) *For Major Contracts (more than Rs. 100 million)- Financial requirement for 4 months period*  
(ii) *For Other Contracts (less than Rs. 100 million)- Financial requirement for 3 months period*

Documentary evidence to justify shall be submitted

**4.2 (h)** DI pipes, fittings, specials and DI/CI valves ,Manhole Covers & PVC shall be from the NWSDB pre-qualified manufacturers. Lists of those manufacturers are given in Appendix 19.

**(5.1) Joint Venture**

Add to the clause 5.1 (f)  
And Joint Venture Agreement or proposed Joint Venture Agreement with MOU to execute a Joint Venture shall be in the form attached as Appendix 17.

**(9.1) Content of Bidding Documents**

Delete paragraph 9.1 and substitute with the following.  
The bidding documents consists of two volumes as stated below and should be read in conjunction with any addenda in accordance with Clause 11 of Instructions to Bidders:

**Volume 1**

Section 1 : Instructions to Bidders

Section 3 : Conditions of Contract

Section 5 : Standard Forms(Contract) – not used

**Volume 2**

- Invitation for Bids
- Section 2 : Bidding Data
- Section 4 : Form of Bid
- Section 5 : Contract Data
- Section 6 : Specifications
- Section 7 : Schedule of Particulars
- Section 8 : Deviations from Specifications
- Section 9 : Schedules of Day Work Rates
- Section 10 : List of Drawings
- Section 11 : Bill of Quantities
- Section 12 : Standard Forms
- Section 13 : Appendices

**(10.1)**

**Clarification of Bidding Documents**

Employer’s address for the purpose of clarification is ;  
Assistant General Manager (Tenders and Contracts),  
National Water Supply and Drainage Board,  
Galle Road, Ratmalana, Sri Lanka  
Fax . 94-011 – 2635885      Tel: 94-011-2605328

**(13.0)**

**Document Comprising the Bid**

**(13.1) (A) (j)**

Additional information is .....  
.....  
.....

**(13.1) (A) (k)**

- Add to the clause 13.1 (A)
- |                        |                             |
|------------------------|-----------------------------|
| 1. Appendix 1A, 1B, 1C | 12. Appendix 10             |
| 2. Appendix 2, 2A      | 13. Appendix 11             |
| 3. Appendix 3          | 14. Appendix 12             |
| 4. Appendix 3A         | 15. Appendix 13             |
| 5. Appendix 4          | 16. Appendix 14 A, 14B, 14C |
| 6. Appendix 4A, 4B     | 17. Appendix 15A, 15B       |
| 7. Appendix 5          | 18. Appendix 16             |
| 8. Appendix 6          | 19. Appendix 17             |
| 9. Appendix 7          | 20. Appendix 18             |
| 10. Appendix 8         | 21. Appendix 19             |
| 11. Appendix 9         |                             |

**(13.1) (B)**

Delete (a), (b), (c), (d) and add the following  
Copy of all documents listed in 13.1 (A) should be included in the envelope  
and marked as “Copy”

(14.0)

**Bid Pricing**

(14.3)

VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately in the Summary of the Bills.

(14.4)

**Adjustment for Change in Cost**

The Contract is subjected to price adjustment in accordance with Clause 13.7 of the Conditions of Contract.

(14.5)

If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item excluding provisional sums in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. This rate is applicable for all extra works to complete the works in the Contract.

(16.1)

**Period of Bid Validity**

The Bid shall be valid for 210 days from the date of closing of the bids (excluding closing date) as specified in the IFB.

(17.1)

**Amount of Bid Security**

The amount of Bid Security is LKR .....

(17.2)

**Validity of Bid Security**

Bid Security shall be valid up to ..... (give a date)

Delete text in Clause 17.2 and add the following

Bid Security (unconditional) which is encashable on demand equivalent to the sum stated in clause 17.1 Bidding Data, shall be furnished in one of the following forms. Bid Security shall be as per the format given in the Bidding Document.

- a) Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
- b) Fixed deposit or a pass book of a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, deposits made in the name of the National Water Supply and Drainage Board.
- c) Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document).
- d) A certified cheque issued by a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, in favour of National Water Supply and Drainage Board.
- (e) A letter of credit issued by a foreign Bank, but “confirmed” by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. .

- f) A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

**The term “confirmed” in relation to bank guarantee issued by a Bank based in another country means that the “confirmed” bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.**

**(19.1) Pre Bid Meeting**

Pre Bid meeting *will /will not* be held

Pre Bid meeting - Venue .....  
Date ..... Time .....

**(21.2) (a) The Employer’s address for Bid submission**

Chairman, Cabinet Appointed Procurement Committee  
Procurement Division,  
Ministry of City Planning and Water Supply,  
No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla,  
Sri Lanka.

**(21.2 b) Identification Number of Contract**

Contract name: .....  
Contract no. ....

**(22.1) Deadline for submission of Bids**

The deadline for submission of Bids shall be .....

**(25.1) Bid Opening**

Venue, time and date of bid opening:

Venue : Procurement Division, Ministry of City Planning and Water  
Supply,  
No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta,  
Battaramulla, Sri Lanka.

Date ..... Time .....

**(28.0) Determination of Responsiveness**

Add to the clause 28.1 as 28 (f)

28 (f) meets the Qualification Criteria give in the Clause 4 of the Instructions to Bidders.

Add to clause 28.2

If a bid does not meet any one of the requirements (a), (b), (c), (d) and (e) of clause 28.1, it will be considered substantially non responsive and rejected by the Procurement Committee.

The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer has changed the original contract award decision in favor of the bidder who has made such representation.

Address: The Secretary  
Appeal Board  
Presidential Secretariat  
Colombo 01

Cash Deposit: Rs. 100,000/=

**(34.6)** If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item excluding provisional sums in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. Contractor shall adjust all BOQ Rates deducting the discounted amount and shall endorse with the Contractor's Signature. This rate is applicable for all extra works to complete the works in the Contract.

**(35.1) Amount of Performance Security**

The amount of Performance Security is 5% of the Initial Contract Price.

And issued by an agency stipulated below using the Form for Performance Security included in Section 12, Standard Forms

- a) Bank guarantee from Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
- b) Fixed deposit or a pass book of a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, deposits made in the name of the National Water Supply and Drainage Board.
- c) Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board.
- d) Certified cheque issued by a Bank operating in Sri Lanka in favour of National Water Supply and Drainage Board.

- e) A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

However, the requirement of confirmation of performance guarantees issued by a bank based in another country, by a bank operating in Sri Lanka is not necessary, if the entity that issues the guarantee is an Export Credit Agency of any foreign government or a reputed International Financier acceptable to the Central Bank of Sri Lanka.

- f) A letter of credit issued by a foreign Bank, but “confirmed” by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.

However, the requirement of confirmation of performance guarantees issued by a bank based in another country, by a bank operating in Sri Lanka is not necessary, if the entity that issues the guarantee is an Export Credit Agency of any foreign government or a reputed International Financier acceptable to the Central Bank of Sri Lanka.

**The term “confirmed” in relation to bank guarantee issued by a bank based in another country means that the “confirmed” bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.**

The Performance Security shall be valid until 28 days beyond the completion Period (until the issuance of Performance Certificate).

**(37.0)**

### **Adjudicator**

Delete paragraph 1 of clause 37.1 and substitute the following.

The adjudicator shall be appointed with mutual agreement of the Employer and the Contractor when the need of an adjudicator arises.

## Bidding Data

(Please note that the clause numbers given here under are that of Instruction to Bidder)

### Instructions to Bidders

#### Clause Reference

(1.1)

#### The Employer's Name and Address

Name : National Water Supply and Drainage Board

Address: Galle Road,  
Ratmalana, Sri Lanka

(1.1)

#### Scope of works

The Works consists of (Detail description of scope of work to be written)

.....  
.....

located at .....

(1.2)

#### Time for completion

Intended Completion Date is ..... days from the  
Commencement Date.

(1.3)

The office for collection of bid forms is  
Assistant General Manager (Tenders & Contracts)  
Tenders & Contract Section,  
NWSDB, Galle Road,  
Ratmalana.

The non-refundable fee is Rupees \_\_\_\_\_ Plus VAT,  
payable in cash.

The Bid forms will be issued until \_\_\_\_\_

(2.1)

#### Source of Funds

The source of funds is .....  
(give GOSL or name of donor)

(4.1)

#### Qualification Information

Add to the Clause 4.1

In addition to the details requested in Schedule 1 – General Information in  
Section 9 of ICTAD/SBD/02. The following information shall be  
provided.

\* CIDA Registration;  
Registration number

Grade

Specialty

Expiry Date

\* Authorization to sign the bid on behalf of the Bidder

\* VAT Registration number ;



- \* Authorization to sign the bid on behalf of the Bidder
- \* VAT Registration number ;
- \* Legal Status (*Sole proprietor, Partnership, Company etc.*).....
- \* Construction Programme (*Format is given in Appendix 5*)
- \* Details of ongoing works during the last five years;  
(*Format is given in Appendix 1A*)
- \* Details of similar works completed during the last five years; (*format is given in Appendix 1B*)
- \* Details of other works (excluding similar works) during the last five years; (*Format is given in Appendix 1C*)
- \* Bidder shall have the authorization from the manufacturer to sign and negotiate in the bidding on behalf of the manufacturer.
- \* Major items of construction equipment proposed to carry out the Contract; (*Format is given in Appendix 3 & 3A*)
- \* Qualifications and experience of key Technical staff and Construction Management Services proposed for the Contract;  
(*Format is given in Appendix 2*)
- \* Bidder's financial statement for last 5 years (format is given in Appendix 4 & 4A)
- \* Pre-shipment inspection of DI Pipes & Fittings by NWSDB engineers – check list (*Format is given in Appendix-13*)
- \* Name and address of the local accredited agent of the DI pipes & Fittings Manufacture. (Format is given in Appendix 16)
- \* The bidder shall provide a certificate for the confirmation from WRAS (UK) or NSF International laboratories for the suitability for the drinking water purposes for PE Pipes & fittings.
- \* Provide Quality Management System Certificates (ISO 9001:2008/2015) for DI / PE / PVC pipes & fittings Manufacturing factory.
- \* Provide Product Conformity Certificate for DI / PE / PVC pipes, fittings & specials and manhole covers.
- \* Name and Address of DI / PE / PVC pipes and fittings manufacturer.
- \* Name of Manufacturer of DI/CI valves.
- \* Name and address of the Local Agent of the Valve Manufacturer.
- \* Quality Management System ISO 9001:2008/2015 Certificate for the Valve Manufacturing factory.
- \* Product Conformity Certificate for the DI/CI Valves.
- \* Name and Address of DI manhole cover manufacture
- \* Name and address of the Local Agent of the manhole cover Manufacturer.
- \* Quality Management System ISO 9001:2008/2015 Certificate for the rubber rings Manufacturing factory.

- \* Product Conformity Certificate for the rubber rings
- \* Functional guarantees for the leak proof pipeline by the pipe manufacturer ..... (Format is given in Appendix 14A,14B, 14C )
- \* Bidder shall provide with bid a valid bid security for the amount and valid up to the date specified in the Bidding Document.
- \* Bidder shall duly filled and signed in the Form of Bid.
- \* Work plan and method statement (specify in the Appendix 5)
- \* Certificate of Registration of the Bidder as per the Act No. 3 of 1987 with the Registrar of Public Contract
- \* For Joint Venture Bidding following information shall be provided
  - (d) representatives of each Partner company in the Joint Venture should give the power of attorney for their nominated partner for the Joint Venture. This shall be in the form of Power of Attorney by each Partner Company of JV.
  - (e) Copy of Joint venture agreement or Letter of Intent which includes each partners share in the Joint Venture and the work to done by each partner
  - (f) Proposals regarding work methods, scheduling and Resources
- \* any other

**(4.2 a) CIDA registration required**

CIDA registration required for this contract

Specialty .....

Grade .....

**(4.2 b) Average annual volume of construction work**

Average annual volume of construction work is Rs.....

(iii) *If contract period is less than one year, the value of the Engineers estimate,*

(iv) *If contract period is more than one year, 1.5 times annual value of the proposed work <sup>\*1</sup>*

*\*1 Annual Value of proposed work,*

$$= \frac{12 \times \text{Engineer's estimate}}{\text{Contract duration in months}}$$

(4.2 c)

### Minimum Qualification

Add to the Clause

Minimum qualification to qualify for the award of the Contract over the last 5 years :

(Specify the appropriate works based on the scope of the contract)

Over the last five years

*[Guideline for T/ plant – Water retaining structures of a corresponding value:*

*For Water Tower –*

- 1. Below 300 m<sup>3</sup> capacity– Any type of Water Tower*
- 2. Above 300 m<sup>3</sup> and below 1000 m<sup>3</sup> capacity– Similar type Water Tower*
- 3. Above 1000 m<sup>3</sup> capacity - Similar type but min. of 1000 m<sup>3</sup> capacity.*

*For Reservoirs – above 450 m<sup>3</sup> capacity – minimum of 450 m<sup>3</sup> capacity reservoir*

*below 450 m<sup>3</sup> capacity – same capacity reservoir*

*For Pipe laying- Range of diameter and length of laying (50% or 10 km which ever is less) (aggregate of pipe lengths under different contract should be considered)*

*“Laying” means Laying of Pipes according to the Specifications, testing, backfilling, compaction, disinfection and handing over.*

*“Construction” means construction according to the specification, testing, cleaning, disinfection and handing over.*

*For DI/CI piping :*

*Product Conformity Certificate, Quality Management System Certificate (ISO 9001:2008/2015) for DI/CI pipes, fittings, specials & rubber rings/gaskets.*

(4.2 d)

### Essential Equipment

- \* Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed shall be as given in Appendix 3.

(Bidder shall include any additional equipment, plant, etc. to the Appendix 3 depending on his construction methodology)

**(4.2 e) Construction Management Services**

\* Details of qualifications and experience of the Contract Manager and Construction Management Services shall be .....

.....  
.....  
*Format is given in Appendix 2*

**(4.2 f) Liquid Assets and/or Credit Facilities required**

Working Capital<sup>\*1</sup> + present available credit facilities for the company<sup>\*2</sup> + credit facilities exclusively for this contract - 0.1 x current work commitments<sup>\*3</sup> > Rs.....<sup>\*4</sup>

<sup>\*1</sup> Working Capital = Current Assets – Current Liabilities

<sup>\*2</sup> A letter to prove the credit facilities by a Bank shall be issued within a month prior to date of closing of Bids.

<sup>\*3</sup> current work commitment = work remaining uncompleted

<sup>\*4</sup> (i) For Major Contracts (more than Rs. 100 million)- Financial requirement for 4 months period  
(ii) For Other Contracts (less than Rs. 100 million)- Financial requirement for 3 months period

Documentary evidence to justify shall be submitted

**4.2 (h)** DI pipes, fittings, specials and DI/CI valves ,Manhole Covers & PVC shall be from the NWSDB pre-qualified manufacturers. Lists of those manufacturers are given in Appendix 19.

**(5.1) Joint Venture**

Add to the clause 5.1 (f)

And Joint Venture Agreement or proposed Joint Venture Agreement with MOU to execute a Joint Venture shall be in the form attached as Appendix 17.

**(9.1) Content of Bidding Documents**

Delete paragraph 9.1 and substitute with the following.

The bidding documents consists of two volumes as stated below and should be read in conjunction with any addenda in accordance with Clause 11 of Instructions to Bidders:

**Volume 1**

Section 1 : Instructions to Bidders

Section 3 : Conditions of Contract

Section 5 : Standard Forms(Contract) – not used

**Volume 2**

- Invitation for Bids
- Section 2 : Bidding Data
- Section 4 : Form of Bid
- Section 5 : Contract Data
- Section 6 : Specifications
- Section 7 : Schedule of Particulars
- Section 8 : Deviations from Specifications
- Section 9 : Schedules of Day Work Rates
- Section 10 : List of Drawings
- Section 11 : Bill of Quantities
- Section 12 : Standard Forms
- Section 13 : Appendices

**(10.1) Clarification of Bidding Documents**

Employer’s address for the purpose of clarification is ;  
 Assistant General Manager (Tenders and Contracts),  
 National Water Supply and Drainage Board,  
 Galle Road, Ratmalana, Sri Lanka  
 Fax . 94-011 – 2635885      Tel: 94-011-2605328

**(13.0) Document Comprising the Bid**

**(13.1) (A) (j)** Additional information is .....

.....

.....

**(13.1) (A) (k)** Add to the clause 13.1 (A)

1. Appendix 1A, 1B, 1C	12. Appendix 10
2. Appendix 2, 2A	13. Appendix 11
3. Appendix 3	14. Appendix 12
4. Appendix 3A	15. Appendix 13
5. Appendix 4	16. Appendix 14 A, 14B, 14C
6. Appendix 4A, 4B	17. Appendix 15 A, 15B
7. Appendix 5	18. Appendix 16
8. Appendix 6	19. Appendix 17
9. Appendix 7	20. Appendix 18
10. Appendix 8	21. Appendix 19
11. Appendix 9	

**(13.1) (B)** Delete (a), (b), (c), (d) and add the following  
 Copy of all documents listed in 13.1 (A) should be included in the envelope and marked as “Copy”

**(14.0) Bid Pricing**

**(14.3)** VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately in the Summary of the Bills.

**(14.4) Adjustment for Change in Cost**

The Contract is subjected to price adjustment in accordance with Clause 13.7 of the Conditions of Contract.

**(14.5)** If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. This rate is applicable for all extra works to complete the works in the Contract.

**(16.1) Period of Bid Validity**

The Bid shall be valid for 119 days from the date of closing of the bids (excluding closing date) as specified in the IFB.

**(17.1) Amount of Bid Security**

The amount of Bid Security is SKR .....

**(17.2) Validity of Bid Security**

Bid Security shall be valid up to ..... (*give a date*)

Delete text in Clause 17.2 and add the following

Bid Security (unconditional) which is encashable on demand equivalent to the sum stated in clause 17.1 Bidding Data, shall be furnished in one of the following forms. Bid Security shall be as per the format given in the Bidding Document.

- (a) Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
- (b) Fixed deposit or a pass book of a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, deposits made in the name of the National Water Supply and Drainage Board.
- (c) Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document).
- (d) A certified cheque issued by a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, in favour of National Water Supply and Drainage Board.

(e) A letter of credit issued by a foreign Bank, but “confirmed” by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.

(f) A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

**The term “confirmed” in relation to bank guarantee issued by a Bank based in another country means that the “confirmed” bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.**

**(19.1) Pre Bid Meeting**

Pre Bid meeting *will /will not* be held

Pre Bid meeting - Venue .....  
Date ..... Time .....

**(21.2 a) The Employer’s address for the purpose of Bid submission is**

Chairman, Ministry Procurement Committee, Ministry of City Planning and Water Supply, No. 35, “Lakdiya Madura”,  
New Parliament Road, Pelawatta, Battaramulla, Sri Lanka.

**(21.2 b) Identification Number of Contract**

Contract name: .....  
Contract no. ....

**(22.1) Deadline for submission of Bids**

The deadline for submission of Bids shall be .....

**(25.1) Bid Opening**

Venue, time and date of bid opening:

Venue : Ministry Procurement Committee, Ministry of City Planning and Water Supply, No. 35, “Lakdiya Madura”,  
New Parliament Road, Pelawatta, Battaramulla, Sri Lanka.

Date ..... Time .....

**(28.0) Determination of Responsiveness**

Add to the clause 28.1 as 28.1 (f)

28.1 (f) meets the Qualification Criteria give in the Clause 4 of the Instructions to Bidders.

Add to clause 28.2

If a bid does not meet any one of the requirements (a), (b), (c), (d) and (e) of clause 28.1, it will be considered substantially non responsive and rejected by the Procurement Committee.

**(32.0)**

**Award**

*If the procurement is within the authority limit of MPC.*

After evaluation of Bids in accordance with the procedures described under Clauses 28, 29, 30 and 31, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Secretary to the Ministry of City Planning and Water Supply at the address given below. Such representation shall be self-contained to enable the Secretary to arrive at a conclusion and a cash deposit to amount given below shall be made. The Employer may request the bidder who had made representation to submit further evidence during the investigation of such representation.

The cash deposit will be forfeited unless the Employer change the original contract award decision in favour of the bidder who has made such representation.

Address : The Secretary  
Appeal Board  
Ministry of City Planning and Water Supply  
No. 35, "Lakdiya Madura", New Parliament Road,  
Pelawatta, Battaramulla, Sri Lanka.

Cash Deposit : Rs. 25,000.00

**(34.6)**

If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item Excluding Provisional Sum in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. Contractor shall adjust all BOQ Rates deducting the discounted amount and shall endorse with the Contractor's Signature. This rate is applicable for all extra works to complete the works in the Contract.



**(35.1) Amount of Performance Security**

The amount of Performance Security is 5% of the Initial Contract Price.

And issued by an agency stipulated below using the Form for Performance Security included in Section 12, Standard Forms

- (a) Bank guarantee from Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
- (b) Fixed deposit or a pass book of a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, deposits made in the name of the National Water Supply and Drainage Board.
- (c) Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board.
- (d) Certified cheque issued by a Bank operating in Sri Lanka in favour of National Water Supply and Drainage Board.
- (e) A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

However, the requirement of confirmation of performance guarantees issued by a bank based in another country, by a bank operating in Sri Lanka is not necessary, if the entity that issues the guarantee is an Export Credit Agency of any foreign government or a reputed International Financier acceptable to the Central Bank of Sri Lanka.

- (f) A letter of credit issued by a foreign Bank, but “confirmed” by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.

However, the requirement of confirmation of performance guarantees issued by a bank based in another country, by a bank operating in Sri Lanka is not necessary, if the entity that issues the guarantee is an Export Credit Agency of any foreign government or a reputed International Financier acceptable to the Central Bank of Sri Lanka.

**The term “confirmed” in relation to bank guarantee issued by a bank based in another country means that the “confirmed” bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.**

The Performance Security shall be valid until 28 days beyond the completion period (until the issuance of Performance Certificate).

**(37.0) Adjudicator**

Delete paragraph 1 of clause 37.1 and substitute the following.

The adjudicator shall be appointed with mutual agreement of the Employer and the Contractor when the need of an adjudicator arises.

## **4. FORM OF BID**

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**MINISTRY OF CITY PLANNING AND WATER SUPPLY**  
**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**  
**Bid for .....**  
**Contract No.: .....**

**FORM OF BID**

To: The Chairman,  
 Cabinet Appointed Procurement Committee  
 Ministry of City Planning and Water Supply,  
 No. 35, "Lakdiya Madura", New Parliament Road,  
 Pelawatta, Battaramulla,  
 Sri Lanka

Gentleman,

1. Having examined the Bidding Document Volume I [ICTAD/SBD/02 - Second Edition, January 2007] and Volume II, including Procurement of Works Bidding data, Contract data, Condition of Contract, Specifications, Drawings and Bills of Quantities etc and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Contract data, Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of ..... *in words*(.....*in figures*) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid until the date specified in ITB Clause 16.....(*date*) or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.*(add following in case of joint venture bid. "We undertake the responsibility to enter in to a joint venture agreement among the joint venture partners. We are also well aware that in the event we failed to enter in to a joint venture agreement, the contract formed between us is null and void and our bid bond will be forfeited by you")*
6. We accept that the Dispute Adjudication Board shall be appointed when need arises.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 20... in the capacity of ..... duly authorized to sign tenders for and on behalf of .....  
 (IN BLOCK CAPITALS)

Signature : .....  
 Name : .....  
 Address : .....  
 .....

Witness:  
 Signature ..... Name .....  
 Address .....

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**MINISTRY OF CITY PLANNING AND WATER SUPPLY**  
**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**  
**Bid for .....**  
**Contract No.: .....**

**FORM OF BID**

To: The Chairman,  
 Ministry Procurement Committee,  
 Ministry of City Planning and Water Supply,  
 No. 35, "Lakdiya Madura", New Parliament Road,  
 Pelawatta, Battaramulla,  
 Sri Lanka.

Gentleman,

1. Having examined the Bidding Document Volume I [ICTAD/SBD/02 - Second Edition, January 2007] and Volume II, including Procurement of Works Bidding data, Contract data, Condition of Contract, Specifications, Drawings and Bills of Quantities etc and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Contract data, Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of ..... *in words*(.....*in figures*) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid until the date specified in ITB Clause 16.....(*date*) or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.*(add following in case of joint venture bid. "We undertake the responsibility to enter in to a joint venture agreement among the joint venture partners. We are also well aware that in the event we failed to enter in to a joint venture agreement, the contract formed between us is null and void and our bid bond will be forfeited by you")*
6. We accept that the Dispute Adjudication Board shall be appointed when need arises.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 20... in the capacity of ..... duly authorized to sign tenders for and on behalf of .....  
 (IN BLOCK CAPITALS)

Signature : .....  
 Name : .....  
 Address : .....  
 .....

Witness:  
 Signature ..... Name .....  
 Address .....

**QUALIFICATION AND GENERAL INFORMATION**  
(To be completed and submitted by the bidder, with the Bid)

**1. Qualification Information**

<b>CIDA Registration</b>	
Registration number	<i>(attach copies of relevant pages from the registration book)</i>
Grade	
Specialty	
Expiry Date	
<b>QUALIFICATIONS</b>	<i>(Details should be submitted as per ITB Clause No.4.4).</i>
<b>Blacklisted Contractors</b>	
Have you been declared as a defaulted contractor by NPA or any other Agency?	
IF yes provide details	
<b>VAT Registration Number</b>	
<b>Construction Program</b>	<i>( attach as annex) – Appendix 5</i>
<b>Legal status</b>	<i>(attach relevant status copies, as annex)</i>
<b>Value of Ongoing Works performed in last 5 years</b>	<i>(attach copies of awarding letters and relevant Certificates etc. and other documents such as profit-loss and income expenditure statement)</i>
Year .....	Complete details in Appendix 1A
Year .....	
Year .....	
Year .....	
Year .....	
<b>Value of similar works completed in last 05 years (indicate only the three largest projects)</b>	<i>(attach copies of Certificate of Completion etc., as annex)</i>
Year .....	Complete details in Appendix 1 B
Year .....	
Year .....	
Year .....	
Year .....	
<b>Value of Works (Excluding Similar Works) Completed Within The Last Five Years</b>	<i>(attach copies of Certificate of Completion etc., as annex)</i>
Year .....	Complete details in Appendix 1C
Year .....	
Year .....	
Year .....	
Year .....	

<b>Major items of construction equipment proposed</b>	Complete details in Appendix 3 , 3A
<b>Qualification and experience of key staff – Site &amp; Head Office (Permanent, Contract basis &amp; Consultants)</b>	Complete details in Appendix 2
<b>Financial Capabilities</b>	(attach copies of Audited financial statements of last 3 years) Complete details in Appendix 4.
<b>Other information requested under ITB Clause 4</b>	Any other details in support of the bid.
<b>Manufacturer of DI pipes fittings &amp; accessories supplier</b>	Complete Appendix 8, 9, 10
<b>Warranty requirements</b>	Complete Appendix 7 & 11 See Clause 21.7 of Contract Data
<b>Written power of attorney of the signatory to the Bid</b>	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Appendix 6

## **5. CONTRACT DATA**

- **CONTRACT DATA**
- **APPENDIX A – FOR CONTRACT DATA**
- **APPENDIX B - GENERAL CONDITION OF DISPUTE ADJUDICATION AGREEMENT**
- **APPENDIX C – DISPUTE ADJUDICATION AGREEMENT**

The Contract Data is a part of General Conditions of Contract and should be read in conjunction with the General Conditions of Contract.

If there is a discrepancy found in the General Conditions of Contract and the Contract Data, the Content in the Contract Data shall supersede the Content in the General Conditions of Contract.

*(Note: What is typed in italic letters are guide lines to prepare the Bidding Data and they shall be removed after preparation of the Bidding Data.)*

## Contract Data

Contract Data is a part of condition of contract and shall be read together. If any discrepancy is found content of the contract Data shall supersede the conditions of contract

*(Please note that the Clause nos. given hereunder are that of Conditions of Contract)*

Conditions of Contract Clause Number/s	Title	
1.1.1.6	The Contract	<b>Delete paragraph 1.1.1.6 and replace with the following.</b> “Appendices” means document(s) titled Appendices and given in Section 13 which will be completed by the bidder and submitted with the bid, as included in the contract.
1.1.2.2 & 1.3	<b>Employer’s name and address</b>	Name: National Water Supply & Drainage Board Address: Galle Road, Ratmalana, Sri Lanka
	Authorized Representative	Chairman, National Water Supply & Drainage Board
1.3	Contractor’s name and address	Name: ..... Address: .....
1.1.2.4 & 1.3	<b>Engineer’s name and address</b>	Name General Manager National Water Supply & Drainage Board  Address: Galle Road, Ratmalana, Sri Lanka
1.1.2.9		<b>Replace existing Clause 1.1.2.9 with following:</b>  “Dispute Adjudication Board” (DAB) means three persons appointed under Sub-Clause 19.2 [Appointment of the Dispute Adjudication Board] or Sub-Clause 19.3 [Failure to Agree on the Composition of the Dispute Adjudication Board] of the Conditions of Contract.
1.1.3.1	“Base Date”	Replace the existing clause with the following “Base Date” means the final date of submission of Bids
1.3.3	Time for Completion of the Works	Intended Completion date is ..... Days from the commencement
1.1.3.7	Defects Notification Period	Defects Notification Period is ..... Days



1.5	Priority of Documents	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Agreement</li> <li>2. Letter of Acceptance,</li> <li>3. Memorandum of understanding /Addenda / Minutes of negotiations</li> <li>4. Contractor’s Bid,</li> <li>5. Contract Data,</li> <li>6. Conditions of Contract</li> <li>7. Specifications (Specifications given in this document supersedes the CIDA specifications).</li> <li>8. Drawings</li> <li>9. Bills of Quantities</li> <li>10. Schedule of Particulars</li> <li>11. Appendices</li> <li>12. Any other document listed in the Contract Data as forming part of the Contract.</li> <li>13. Any other document (if any)</li> </ol> <p>The following documents also form part of the Contract.....(<i>specify if any</i>).</p>
1.14		<p>Add to the clause Contractor shall submit the Joint Venture Agreement in the format included in the Bidding Document.</p>
2. 1	Right of access to the Site	21 Days after Letter of Acceptance
3.0	Engineer’s Duties and Authority	<p>Add following sub clauses.</p> <p>3.6 The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the contract. In the event of the Engineer being required in terms of his appointment by the Employer to obtain the specific approval of the Employer for the execution of any part of these duties, it shall be set out in this Conditions of Contract.</p> <p>3.7 The Engineer shall, upon receipt of the Contractor’s intimation on quantity variation as per clause 13.3, take every action to establish the validity of the Contractor’s forecast and if found true, institute all relevant measures to inform the Employer thereof and seek and obtain the necessary Procurement Committee approval for executing works under variation order.</p>

3.8 Add following clause.

**Provision of office/mobile office and other related facilities to the Engineer's Representative and his staff by the Contractor**  
(Can be amended to suit specific requirements)

The office shall be of timber construction with boarded floor well lighted, lockable and fully weather proof. A covered parking space for one vehicle should be provided.

The office shall have two rooms with a total floor area of at least 30 square metres. The office shall have overhanging eaves and be provided with windows with lockable shutters for security.

The door should be of substantial construction and shall be fitted with a mortise lock. At least two keys shall be provided for each lock and the Contractor shall hand over all keys to the Engineer's Representative. The office shall be provided with a wash basin with cold running water and two ceiling fans. The Contractor shall provide electricity, air condition facilities, toilet facilities, potable drinking water facilities and the following furniture to the office.

<b>Item</b>	<b>Required No</b>
Table 0.9m x 1.5m with four lockable drawers	01
Table 0.9m x 1.5m with one lockable drawer	.....
Chairs	.....
Chairs with arm rest	.....
Lockable four drawer steel filing cabinet	.....
Set of shelving 1.2m high by 0.9m long with shelves for keeping the drawings	.....
Domestic water filter	.....
Refrigerator	.....
Computer with UPS & required softwares	.....
Photocopy + print machines	.....
Binding machine	.....
Stand fans	.....

The Contractor shall provide and maintain mobile type field office/s for the use of the Engineer's staff in numbers stated in the BOQ. The mobile offices shall be established at the sites as directed by the Engineer. These shall be maintained by the Contractor until the completion of construction works. Equipment and furnishing of the mobile field office shall become the property of the Contractor thereafter.

The mobile offices shall be provided with sufficient ventilation, weather proofed, insulated and painted internally and externally. Floor to ceiling height shall be at least 2.7 meters with minimum floor area 15m<sup>2</sup>. The office shall have external lockable doors and windows as necessary. The office shall be well lighted and ventilated.

All office and the equipment and furnishings installed therein shall be provided and well maintained during the above period by the Contractor. All necessary facilities & equipment such as stationeries, consumables, office utilities, calculators and other miscellaneous office equipment shall also be provided by the contractor at his own cost.

The contractor shall provide janitorial services to maintain a good working environment and security at each office. Water Supply, electricity supply, Air condition facility, sanitation facility and telephone shall be provided and maintained throughout the contract period.

Each Mobile Office shall be supplied with the following new furniture, equipment and services:

<b>Item</b>	<b>Quantity</b>
Steel tables 1.2m x 0.75m with two lockable drawers	2
Steel four drawer lockable filing cabinet	1
Arm chairs	6
Water filters	1
Electric Fans	2
File Trays	4
Cutlery & Crockery	as necessary
Leveling instrument	1
Computers with UPS & required software	1
Stand fans	2
Binding machine	1
Photocopy + print + scan + fax portable machine	1

And all ancillary items to permit the efficient functioning of the office. The Contractor shall maintain the building and fittings in good condition, provide all proper attendance and clear away on completion of the Contract, as directed by the Engineer.

Transport :

The Contractor is required to provide ..... nos. Vehicles (2 wheel drive Double Cabs not less than 2400 cc capacity) including drivers, fuel and other consumables for sole use of the Engineer's representative and his staff. Contractor shall maintain these vehicles in good condition during the contract period. Vehicle shall have "Full Insurance", insurance cover including passengers.

Vehicle shall be Air conditioned with Digital FM Radio/Cassette player and complete with standard accessories. Years of vehicle registration should be less than 8 years.

In case of absence of driver or repair of vehicle, contractor shall provide alternative driver or alternative vehicle to continue the Engineer's Representative and his staff's works smoothly.

4.1 (d)

Add to the clause

Contractor shall provide As built drawings prior to Commencement of Test on Completion.

4.2

Amount of  
Performance Security

5% of the Initial Contract Price, in the currencies and proportions in which the Contract Price is payable. The acceptable form is included in the Bidding Document.

4.5

Add to the clause

Notwithstanding anything stated in the Conditions of Contract, Contractor is liable to the Employer for any work or act done by the subcontractor until the Performance Certificate is issued.

4.8

Safety Procedures

Add following to sub clause 4.8

4.8.1

\*Watching and lighting

The Contractor shall throughout the progress of the Works, have full regard for the safety of all persons entitled to be upon the Site and shall keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons and shall inter alia in connection with the Works provide and maintain at his own cost all light, guards, fencing, warning signs and watching when and where necessary or required by the Engineer or the Engineer's Representative or by any competent Statutory or other Authority for the protection of the Works or for the safety and convenience of the public or others.

#### 4.8.2

##### \*Interference with traffic and adjoining property

All operations necessary for the execution of the Work shall so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public or the access to use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefore.

#### 4.8.3

##### \*Damages to highways

The approval of the appropriate Highway Authority is to be obtained prior to the movement of any extra-ordinary loads. The Contractor shall use every possible means to prevent any of the highway or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractors and, in particular shall select routes, choose and use vehicles and restrict and distribute loads, so that, any such extra-ordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highway and bridges. Contractor shall maintain all roads which are used by him for transport heavy loads or used for works until the works are completed and Performance Certificate is obtained.

4.9

Add to the clause

It is compulsory that Contractor shall visit the site prior to bidding and carefully study the site conditions, environmental conditions, climatic conditions, site safety, possible risks that can be foreseen by an experience contractor and acquaint themselves about all measures that have to be taken during the implementation of the contract including operation, maintenance and defects liability period until the Performance Certificate is obtained.

4.23

Bore holes and exploratory Excavations

Add following sub-clauses to clause 4.

If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirements shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of Clause 13 hereof unless an item or a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

Minimum Number of boreholes .....(insert the number)

employ him again on the Works in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive, on behalf of the Contractor, directions and instructions from the Engineer or subject to the limitations of clause 4.4 and 5 hereof, the Engineer's Representative

4.24

Remedy on contractor's failure or default to carryout works

If the Contractor shall fail to do any such work as aforesaid required by the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due which may become due to the Contractor.

In the case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer, from any monies due or which may become due to the Contractor.

4.25	Employer not liable for damage to plant etc.	The employer shall not at any time be liable for the loss of or damage to any of the said Constructional Plant, Temporary Works or materials and the Contractor shall indemnify the Employer of such liabilities.
6.4		Add to the clause Normal working hours should be 7.30 a.m to 5.00 p.m
6.6		Add to the clause Contractor shall maintain health and safety at site in accordance with the health and safety regulations of the respective authorities of the Government of Sri Lanka and any additional precautions time to time to adhere strict compliance with these regulations and he shall indemnify the Employer from any acts by the Government of Sri Lanka and any courts of law.
6.7	Contractors Superintendence	Add following to clause 6.7 Notwithstanding the provisions made in the above Sub-clause the Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative approved of in writing by the Engineer. Which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove the agent from the Works and shall not thereafter The contractor shall make arrangements for the recruitment of necessary superintendence namely Project Manager/Project Director/Contractor's Representative, Civil Engineers, Mechanical Engineers, Electrical Engineers, Quantity Surveyors, Technical Officers, Health & Safety officer, Stores & Finance Manager, etc. for the work. Failure to submit the list of superintendence staff together with the qualifications (Appendix 2) will be a disqualification.
6.8	Contractors Personnel	Add following to clause 6.8 The Contractor shall make his own arrangements for the engagement of all labour local or otherwise, and, save in so far as the contract otherwise provides for the transport, housing, feeding and payment thereof.



The Contractor shall where possible employ skilled and semi skilled labour possessing National Certificate of Trade Tests issued by the National Apprentices and Industrial Training Authority. The Contractor should ensure that at least 15% of his skilled/semi skilled labour force at any time possess National Trade Test Certificates. In the alternative, the Contractor should arrange for at least 15% of his skilled/semi skilled work force to be Trade Tested at the next National Trade Test being conducted by the National Apprentices and Industrial Training Authority. In respect of heavy earthmoving equipment operators, the percentage of those possessing the National Certificate of Competence or those required to be tested will be 100%. The failure of the Contractor to comply with the above will result in a deduction of 0.3% of each interim payment certificate until compliance with above when the amount withheld will be refunded

Add following sub-clauses to clause 6

6.11	Construction Management Services	<p>To ensure the proper management of the construction of the Works, the Contractor shall furnish the names, qualifications and experience of such engineering and technical personnel above the grade of Technical Officer , who he intends employing for the purpose of providing proper construction management services for the Works. The personnel so listed should have the same qualifications and experience and numbers as indicated in the Bidding Documents. Such personnel whether listed in the Bidding Document or not should be approved by the Engineer. The cost of these will be borne by the Contractor. If the Contractor wishes to obtain a specialized service which is essential for the execution of the contract, during the works are ongoing he shall notify this to the Employer and obtain this service from a recognized/qualified institutions/persons with the approval of the Engineer and payment against this provisional sum will be made to the Contractor on the recommendation of the Engineer in accordance with the provisions to clause 13.4 of these conditions.</p>
8.7	Liquidated damages for the Works	Rs..... per Day( <i>enter a value</i> )

	Maximum amount of liquidated damages	10% of the Initial Contract Price
11.1	Completion of outstanding work & remedying defects	Add following Sub clause Completion of outstanding works and remedying defects by the contractor shall be done. Within the Defect Notification Period as may be notified in-writing by the Engineer or within 14 days after Defects Liability Period as a result of an inspection made by the Engineer or his Representative at the completion of the Defect Notification Period in-writing.
12.2 (a)		Add to the clause Measurement shall be made of the net quantity
12.2 (b)	Method of Measurement	The Method of Measurement shall be Civil Engineering Standard Method of Measurement, Third Edition(1991) (CESMM3) and SLS 573
13.4(b)	Percentage for adjustment of Provisional Sums	Percentage for adjustment of Provisional sum is as stated in the Bill of Quantities.
13.7	Price Adjustments	The Contract Price is /subjected to price adjustment, if the Intended Completion Date from the Start Date exceeds 3 months.  Weightings of Inputs are given in Appendix A Non adjustable element are given in Appendix A.

14.2	Total Advance Payment	<p>An Advance Payment of maximum of 20 % of the Initial Contract Price excluding provisional sums and contingencies shall be paid on submission of unconditional Bank guarantee for Advance payment issued by a recognized Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka in the Form for Advance payment Security included in Volume 2 Section 12- Standard Forms and the Performance Guarantee as specified in the Bidding Document.</p> <p>Advance payment Guarantee shall be obtained at the contractor's cost.</p>
14.3 (c)	Percentage of retention	<p>Add the following Sub Clauses</p> <p>The retention from each payment shall be 10% percent of the certified work done</p>
14.3(c)	Limit of Retention Money	<p>The limit of retention shall be 5% percent of the Initial Contract Price.</p>
14.5	Minimum amount of Interim Payment Certificates	<p>Add the following Sub Clauses</p> <p>Minimum Amount of Interim Payment shall be 5% of the Initial Contract Price.</p>
14.8	Payment of Retention	<p>Add the following Sub Clauses</p> <p>The form for retention money guarantee is given in Section 12.</p> <p>Add to the end of 1<sup>st</sup> paragraph  Second half of the total amount retained shall be released to the contractor after the taking over certificate has been issued on an unconditional guarantee for all amount equal to the second half of the total amount, issued by a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, the guarantee shall be valid up to 28 days beyond the defects liability period or until the Performance Certificate is issued, which ever occurs earlier.</p>

18.1

Add the following Sub Clauses

The minimum insurance covers shall be :

- (a) • The minimum cover for insurance of the Works and of Plant and Materials is 115% of the Initial Contract Price.
  - The maximum deductible for insurance of the Works and of Plant and Materials are 5% of the each claim.
- (b) • The minimum cover for loss or damage to Equipment is the replacement cost of equipment
  - The maximum deductible for insurance of Equipment is 5% of the replacement cost of the equipment

18.2

- (a) • The minimum cover for insurance of other property (other than the Site) is to cover the building and property adjacent to the site and reinstatement of .....
- The maximum deductible for insurance of other property (other than the Site) is 5% of the respective insured value.
- (b) • The minimum cover for personnel injury or death or third party is Rs.1,000,000 per event. Number of events are unlimited.
- (c) • Minimum cover for loss of business and loss of revenue is Rs. 1,000,000.00 No. of events unlimited

18.3

- (a) The minimum cover for personal injury or death,
  - For employees of the Employer and other persons engaged by the Employer in the Works is Rs 1,000,000 per event, Number of events are unlimited

- (b) The minimum cover for personal injury or death,
- for the Contractor's workmen is Rs 1,000,000 per person, number of persons are unlimited.
  - Contractor's employees other than workmen is Rs 1,000,000 per person, Number of persons are unlimited.
  - Employer's Employees and Consultant's Employees is Rs.1,000,000/= per person. Number of persons are unlimited.

Add the following Sub Clauses

Contractor shall bear all costs in connection with the damages to the works, his labourers, employers staff and adjacent properties and pay any compensation to them. Contractor shall pay any loss of revenue to third party due to closure of roadways, and blockages of road ways or access to all business premise due to the implementation of the works of the contract.

Contractor shall indemnify the Employer for any losses or damages or any compensation due to cause of the works under the contract.

19	Claims, Disputes and Arbitration	<p><b><i>Delete existing sub-clause 19.2 (Dispute Resolution),</i></b>  <b><i>Delete existing sub-clause 19.3 (Procedure for Adjudication),</i></b>  <b><i>Delete existing sub-clause 19.4 (Replacement of Adjudicator),</i></b>  <b><i>Delete existing sub-clause 19.5 (Arbitration), and insert the following sub-clauses;</i></b></p>
19.2	Amicable settlement	
19.2.1		<p>Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance be attempted to be resolved by way of amicable settlement by the Employer and the Contractor.</p>
19.2.2		<p>The Employer and the Contractor 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.</p>

19.2.3 If after thirty (30) days from the commencement of such informal negotiation the Employer and the Contractor have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanism stated in clause 19.3 herein. These mechanisms may include, but not restricted to, condition mediated by a third party, adjudication in an agreed national forum and/or arbitration

19.3 Dispute Adjudication Board (DAB)

19.3.1 Appointment of the Dispute Adjudication Board (DAB)

Any dispute of whatever nature arising out of or in relation to this agreement shall be referred to a "Dispute Adjudication Board (DAB) for decision. The Parties shall appoint a DAB.

The DAB shall comprise, three suitably qualified persons ("the members"), who shall be professionals experienced in the type of Works and with the interpretation of contractual documents, one of whom shall serve as chairman.

Each of the Parties shall appoint one member to serve on the Dispute Adjudication board (DAB). The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as the chairman.

The agreement between the Parties and each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these Contract Data, with such amendments as are agreed between them.

The terms of the remuneration of the three members, including the remuneration of any expert whom the DAB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire when the Issuing Final Acceptance Certificate.

19.3.2 Failure to Agree on the Composition of the Dispute Adjudication Board

If any of the following conditions apply, namely:

- (a) either Party fails to nominate a member of a DAB by such date,
- (b) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DAB by such date, or
- (c) The Parties fail to agree upon the appointment of a replacement person within 42 Days after the date on which the one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment.

Then Construction Industry Development Authority (CIDA) shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DAB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the expenses / disbursements incurred by (CIDA).

19.3.3 Obtaining Dispute Adjudication Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DAB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

The DAB shall be deemed to have received such reference on the date when it is received by the chairman of the DAB.

Both Parties shall promptly make available to the DAB all such additional information, further access to the Site, and appropriate facilities, as the DAB may require for the purposes of making a decision on such dispute. The DAB shall be deemed to be not acting as arbitrators(s).

Within 84 Days after receiving such reference, or within such other period as may be proposed by the DAB and approved by both Parties, the DAB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DAB's decision, then either Party may, within 28 Days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DAB fails to give its decision within the period of 84 Days (or as otherwise approved) after receiving such reference, then either Party may, within 28 Days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

In either event, this notice of dissatisfaction shall state that it is given under this Sup-Clause, and shall set out the matter in dispute and the reasons(s) for dissatisfaction. Except as stated in Sub-Clause 19.3.4 [Failure to Comply with Dispute Adjudication Board's Decision] and Sub-Clause 19.3.5 [Expiry of Dispute Adjudication Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 Days after it received the DAB's decision, then the decision shall become final and binding upon both Parties.

19.3.4	Failure to Comply with Dispute Adjudication Board's Decision	In the event that a Party fails to comply with a DAB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 19.4 [Arbitration]. Sub-Clause 19.3.3 [Obtaining Dispute Adjudication Board's Decision] shall not apply to this reference.
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- 19.3.5                      Expiry of Dispute Adjudication Board's Appointment
- If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DAB in place, whether by reason of the expiry of the DAB's appointment or otherwise:
- (a) Sub-Clause 19.3.3 [Obtaining Dispute Adjudication Board's Decision] shall not apply, and
  - (b) the dispute may be referred directly to arbitration under Sub-Clause 19.4 [Arbitration]
- 19.4                              Arbitration
- (a) Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred to by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof,

Venue & Language : The venue of arbitration shall be in Colombo, Sri Lanka and the proceedings shall be conducted and the award shall be rendered in English language.

**Add following as clause 21**

**21. SUPPLY OF GOODS (MATERIALS/PIPES, FITTINGS, SPECIALS ACCESSORIES, MANHOLE COVERS AND VALVES)**

**21.1 Use of Contract Documents and Information**

- (a) The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- (b) The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in para 21.2 (a) except for purposes of performing the Contract.
- (c) Any document, other than the Contract itself, enumerated in para 21.2 (a) hereof shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

**21.2 Inspections and Tests**

**Testing and Inspection Agencies**

- (a) The Employer or his representative shall have the right to inspect and/or to test the Goods for their conformity to the Contract. The Contract Data of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires not specified any where and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- (b) The inspections and tests may be conducted on the premises of the Supplier or his subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings, documents and production data shall be furnished to the inspectors at no charge to the Purchaser.
- (c) Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of charge to the Purchaser.
- (d) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's stores shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the delivery of Goods or Goods' shipment from the country of origin, in case of importing.
- (e) The Employer requires the goods to be supplied under this contract shall conform to the requirements given in Section 6. The Supplier shall obtain the Certificates of Inspection for the specific requirement of this contract document carried out by one of the following inspection agencies acceptable to the Purchaser.

1. M/s Lloyds Register,  
Lloyds Register Industrial Division,  
Register House, 29 Wallesley Road,  
Croydon DRO-2AJ, U.K.
2. M/s Crown Agents,  
Quality assurance & Inspection Service  
Townend House, Walsall WSI INT  
U.K.
3. M/s Societe Generale de Surveillance S.A.,  
1, Place des Alpes,  
Case Postale 898, CH-1211 Geneva 1,  
Switzerland.
4. Bureau of Veritas,  
Cedex 44,  
92077 Paris Le Defense,  
France.
5. Intertek Caleb Brett, }  
2200, West Loop South } For Chemicals only  
Suite 200, Houston, }  
Texas 77027 }  
USA }

The selected inspection authority's name and cost to same has to be given in summary of price schedule. On the acceptance of the bid, the Purchaser shall inform directly to the selected inspection authority with a copy to Supplier, the specific requirements for testing including deviations accepted by the purchaser, if any, to be tested. However, the payment to the Inspection Authority has to be made directly by the Supplier on production of test reports.

- (f) Nothing in clause 21 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- (g) The Supplier shall obtain the approval of the Engineer to ship the goods to be imported for the Works or to deliver such materials and plant to the site. Applications for such consent to ship shall be accompanied by manufacturer's test certificates and certificates of inspection prescribed in the Contract or agreed with the Engineer. Application shall be made so as to give the Engineer a reasonable time to deal with such applications.
- (h) Nominated Inspection Agency shall carryout inspection and testing during Manufacturing process, after Manufacturing and at any time prior to shipping and shall confirm that goods are in conformity with specifications included in the contract document. He shall submit his inspection report to the Employer including all items given in the Terms of Reference (TOR) for the Nominated Inspection Agency which is included in the contract document as Appendix – 12.

### 21.3 Pre-shipment Inspection by National Water Supply & Drainage Board (NWSDB) Engineers

The Contractor shall arrange for 2 NWSDB Engineers for pre-shipment inspection visit to country of manufacture before dispatching the DI/PE Pipes, fittings, Valves, Specials and Accessories etc. and Treatment Plant equipment.

Each shipment should be inspected by NWSDB Engineers before dispatching at Manufacturer's factory.

The Contractor shall in his bid provide detailed proposals for pre-shipment inspection visit he offers to provide under this clause. The following guidelines shall be used by the Contractor to formulate his proposals.

- (a) The duration of inspection for Pre-shipment Inspection by NWSDB Engineers shall be worked out based on following guidelines.
- (i) If DI pipes and fittings are manufactured in same premises, duration of the inspection shall not be less than Eight (8) days.
  - (ii) If DI pipes and fittings are manufactured in different premises, duration of the inspection shall not be less than Ten (10) days.
  - (iii) If PE pipes and fittings, duration of the inspection shall not be less than Ten (10) days
  - (iv) DI/CI valves Eight (8) days.
  - (v) For Pumps and other Equipments as follows, but maximum duration shall be Ten (10 days) for one inspection.

Scope	Duration for Pre-shipment Inspection
For number of pumps not exceeding 8 Additional 02 pumps	8 days 1 days
01 Generator Additional 01 Generator	1 day + Travelling to factory 1 day
01 Chlorinator Additional 01 Chlorinator	1 day + Travelling to factory 1 day
01 Air blower Additional 01 Air blower	1 day + Travelling to factory 1 day
De-oderization system 01 unit Additional 01 unit	1 day + Travelling to factory 1 day
Chemical mixers	01 day + Travelling to factory
Electrical Panels	01 day + Travelling to factory
Chemical feeding pumps	01 day + Travelling to factory
For SCADA system	10 days
For water meters	Eight (08) days

- (b) Most of the time shall be centered round the manufacturer's goods which the Contractor proposes to use in the work.
- (c) The inspection at the specific manufacturer shall include;
  - A general introduction to the manufacturer's country, area, town & source of materials, etc.

- introduction to design standards and procedures adopted.
  - introduction to relevant production procedures and quality control standards.
  - manufacturing process, and Quality Assurance procedure.
  - testing procedures, mill certificates, product conformity certificate, Quality Management System Certificate and any other relevant certificates etc. regarding the products.
  - packing & dispatching procedure
  - Site visits to inspect installed or application of similar products/materials.
- (d) The NWSDB Engineers shall be guided by experienced engineers and quality controllers who are also competent in English language.
- (e) Each NWSDB Engineer shall be paid a per diem to include combined allowances, the allowance the amount specified in the Appendix 25 prior to departure.
- (f) All visas, Insurance (Life, Health and Travel), air fares, permits, taxes, transfer fees, travelling within the manufactures country and all other facilities required to carry out pre-shipment inspections at the manufacturer's factory/premise shall be arranged by the Contractor and shall be included in the rates and prices of the contract. Contractor is not liable for providing food and accommodation. Contractor shall assist NWSDB Engineers for booking accommodation if requested.
- (g) The NWSDB Engineers shall be provided Terms of Reference (TOR) for the inspection jointly agreed by the contractor and the engineer and with printed catalogues, manuals, illustrative videos etc., relevant to the manufacturing process and also obtain extra information requested by them, and shall arrange to dispatch these to NWSDB Engineers, by the Contractor at his own cost.
- (h) Contractor shall provide a detailed programme (itinerary) showing details of inspection, travelling, and all other arrangement etc. required for the pre-shipment Inspection and submit to the Inspection team prior to departure. Contractor shall discuss the inspection Programme in detail with the inspection team and shall be agreed with the Pre-shipment Inspection team prior to departure.
- (i) Contractor shall assist for obtaining visa for the inspection from the relevant Embassy/ High commission for NWSDB Engineers.
- (j) NWSDB Engineers shall inspect and test DI /PE pipes, fittings, specials, accessories and valves etc. as per the attached check list for pre shipment as given in Appendix 13 &13A respectively. Manufacturers should perform any other tests which may be required by the NWSDB Engineers.
- (k) Nominated inspection agency shall be present during pre-shipment inspection by the NWSDB Engineers and shall assist the NWSDB Engineers for the testing and inspection
- (l) Any inspections carried out by Inspection Agencies or NWSDB shall not relieve the Contractor of his obligations under the Contract.
- (m) Contractor/Manufacturer shall not ship/deliver by plane materials from the manufacturers Factory or Stores without approval of the Engineer.

#### **21.4 Packing**

- (a) The Contractor shall provide such packing of the DI/PE Pipes, Fittings, Specials and DI Valves as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of DI /PE Pipes, Fittings, Specials and DI Valves and the absence of heavy handling facilities at all points in transit.

- (b) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Clause 21.10 hereof in any subsequent instructions ordered by the Employer.
- (c) The Contractor will be required to make separate packages for each. Each package shall be marked on three sides with proper indelible paint as follows:
  - i) National Water Supply & Drainage Board, Sri Lanka
  - ii) Contract Number
  - iii) Description of Goods
  - iv) Country of Origin of Goods
  - v) Suppliers' Name
  - vi) Packing List Reference Number

### **21.5 Transportation**

The Contractor shall be required to meet all transport and storage expenses until delivery to the destination as specified in the Contract.

### **21.6 Incidental Services**

- (A) The Contractor shall provide any or all of the following services, if required, without any extra cost to the Employer.
  - (a) Furnishing of tools required for assembly and/or maintenance of the supplied DI /PE Pipes, Fittings, Specials and DI Valves;
  - (b) Furnishing of a detailed installation, operations and maintenance manual for each appropriate unit of the supplied DI /PE Pipes, Fittings, Specials and DI Valves;
  - (c) Conduct training of the Employer's personnel, at the Manufacturer's plant and/or on-site, in assembly, operation, maintenance and/or repair of the supplied DI /PE Pipes, Fittings, Specials and DI Valves.
  - (d) Demonstration of pipe laying prior to commencement.
- (B) Prices charged by the Contractor for the preceding incidental services, shall be included in the Contract Price for the DI /PE Pipes, Fittings, Specials and DI Valves.

### **21.7 Spare Parts**

The Contractor shall be required to provide the following materials and notifications pertaining to spare parts manufactured or distributed by the Contractor:

- (a) Such spare parts as the Employer may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the Contract;
- (b) The Contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares such as Gaskets, Plugs, Bolts, Nuts and Washers etc.
- (c) In the event of termination of production of the spare parts:
  - (i) advance notification to the Employer of the pending termination, in sufficient time to permit the Employer to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Employer, the blue-prints, drawings and specifications of the spare parts, if and when requested.

### **21.8 Warranty**

- (a) The Employer warrants that the DI /PE Pipes, Fittings, Specials and DI Valves etc. and treatment plant equipment supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless otherwise provided in the Contract. The Contractor further warrants that the DI /PE Pipes, Fittings, Specials and DI Valves supplied under the Contract shall have no defect arising from design, materials or workmanship (except insofar as

the design or material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied DI /PE Pipes, Fittings, Specials and DI Valves in the conditions prevailing in the country of final destination.

- (b) This warranty shall remain valid for twelve (12) months after the DI /PE Pipes, Fittings, Specials and DI Valves, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract.
- (c) The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.
- (d) Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective DI / PE Pipes, Fittings, Specials and DI Valves or parts thereof, without costs to the Employer other than, where applicable, the cost of inland delivery of the repaired or replaced DI /PE Pipes, Fittings, Specials and DI Valves or parts from the port of entry to the final destination.

## **21.9 Payment**

Measurements of works and payments shall be made in-accordance with Clause 12 and 14 of the General Conditions of Contract.

Payments shall be in accordance with clause 12 of Conditions of Contract. Payment scheme shall be as per clause 14, contract price & payments of CIDA publication SBD/02.

## **21.10 Change Orders**

- (a) The Employer may at any time, by a written order given to the Contractor pursuant to Clause 13 of Conditions of Contract, make changes within the general scope of the Contract in any one or more of the following:
  - (a) drawings, designs or specifications, where DI Pipes, Fittings, Specials and DI Valves to be furnished under the Contract are to be specifically manufactured for the Employer;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Contractor.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any part of the Works under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be assessed within thirty (30) days from the date of the Contractor's receipt of the Employer's change order.

## **21.11 Contract Amendments**

Subject to Clause 21.12 hereof, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **21.12 Assignment**

The Contractor shall not assign, in whole or in part, his obligations to perform under the Contract, except with the Employer's prior written consent.

**FOR CONTRACT DATA**

**Input Percentages for Major Items**

With reference to Sub – clause 13.7 (b) of the conditions of Contract, the “input percentages’ for major items are

Input Name	Input Percentage
<b>Total</b>	<b>90.0%</b>

**Non Adjustable Elements**

With reference to sub clause 13.7 (c) of the “Conditions of Contract” the BOQ item Nos that shall be considered as ‘ Non- Adjustable elements are

Items in General Bill, Provisional Sums, PE/DI/CI/GI/PVC Pipes, Fittings, Specials, accessories and Valves (All pipes, fittings, specials, accessories and valves) and any other items which does not belong to the categories of Inputs listed above).

.....  
 .....  
 (State if there are any others)  
 .....  
 .....



**APPENDIX TO CONTRACT DATA**

**A General Conditions of Dispute Adjudication Agreement**

- 1. Definitions** Each “Dispute Adjudication Agreement” is a tripartite agreement by and between:
- (a) the “Employer”;
  - (b) the “Contractor”; and
  - (c) the “Member” who is defined in the Dispute Adjudication Agreement as being one of the three persons who are jointly called the “DAB” (or “Dispute Adjudication Board”) and, where this is the case, the other two persons are called the “Other Members.”

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

- 2. General Provisions** Unless otherwise stated in the Dispute Adjudication Agreement, it shall take effect on the latest of the following dates:
- (a) the Commencement Date defined in the Contract,
  - (b) when the Employer, the Contractor and the Member have each signed the Dispute Adjudication Agreement, or
  - (c) when the Employer, the Contractor and each of the Other Members have respectively each signed a Dispute Adjudication Agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 Days notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

- 3. Warranties** The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member’s representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

**4. General  
Obligations of the  
Member**

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members;
- (e) comply with the annexed procedural rules and with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members; and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members.

**5. General Obligations of the Employer and the Contractor**

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members:

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DAB under Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

**6. Payment**

The Member shall be paid as follows:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
  - (i) being available on 28 Days notice for all site visits and hearings;
  - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
  - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
  - (iv) all services performed hereunder except those referred to in subparagraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
  - (i) each day or part of a day up to a maximum of two Days travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members;
  - (ii) each working day on Site visits, hearings or preparing decisions; and
  - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, and faxes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause.

The retainer and daily fees shall be as specified in the Dispute Adjudication Agreement. Unless it specifies otherwise, these fees shall remain fixed for the entire duration of the Contract.

The Member shall submit invoices for payment of the monthly retainer quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DAB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate

specified in Sub-Clause 14.7 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

## **7. Termination**

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Adjudication Agreement by giving 42 Days notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Adjudication Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Adjudication Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

## **8. Default of the Member**

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions of the DAB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions of the DAB which are rendered void or ineffective by the said failure to comply.

## **9. Disputes**

Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled in accordance with Arbitration Act No 11, 1995 of Sri Lanka with a sole Arbitrator.

## **PROCEDURAL RULES**

1. Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the site at intervals of not more than 70 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DAB, the period between consecutive visits shall not be less than 35 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DAB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DAB. The purpose of site visits is to enable the DAB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavor to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be coordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DAB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish copy each to the members of the DAB all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party.
5. If any dispute is referred to the DAB in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract, the DAB shall proceed in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
  - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
  - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DAB, among other things, to:
  - (a) establish the procedure to be applied in deciding a dispute,
  - (b) decide upon the DAB's own jurisdiction, and as to the scope of any dispute referred to it,
  - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,

- (d) take the initiative in ascertaining the facts and matters required for a decision,
  - (e) make use of its own specialist knowledge, if any,
  - (f) decide upon the payment of financing charges in accordance with the Contract,
  - (g) decide upon any provisional relief such as interim or conservatory measures, and
  - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.
9. The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DAB shall make and give its decision in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision), or as otherwise agreed by the Employer and the Contractor in writing. The DAB:
- (a) shall convene in private after a hearing, in order to have discussions and prepare its decision;
  - (b) shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
  - (c) Member fails to attend a meeting or hearing, or to fulfill any required function, the other two Members may nevertheless proceed to make a decision, unless:
    - (i) either the Employer or the Contractor does not agree that they do so, or
    - (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

**DISPUTE ADJUDICATION AGREEMENT**

[for each member of a three - person DAB]

Name and details of Contract  
 Name and address of Employer  
 Name and address of Contractor  
 Name and address of Member

**Whereas** the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the Dispute Adjudication Board (DAB) [and desire the Member to act as chairman of the DAB]

**The Employer, Contractor and Member jointly agree** as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement” which is appended to the General Conditions of the “Standard Bidding Document, Procurement of Works, Major Contracts - Second Edition, January 2007” and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. [Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any  
 For example:  
*In the procedural rules annexed to the General Conditions of Dispute Adjudication Agreement, Rule \_\_\_\_\_ is deleted and replaced by: “.....”]*
- 3 In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement the Member shall be paid as follows:  
 A retainer fee of \_\_\_\_\_ per calendar month,  
 plus a daily fee of \_\_\_\_\_ per day.
- 4 In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
- 5 The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
- 6 This Dispute Adjudication Agreement shall be governed by the law of \_\_\_\_\_

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
for and on behalf of the employer in the presence of	for and on behalf of the Contractor in the presence of	the Member in the presence of
Witness: _____	Witness: _____	Witness : _____
Name: _____	Name: _____	Name : _____
Address: _____	Address: _____	Address : _____
Date : _____	Date : _____	Date : _____



## 6. SPECIFICATIONS

- SPECIFICATIONS FOR CIVIL ENGINEERING CONSTRUCTION 6a-1
- SPECIFICATIONS FOR SERVICE CONNECTION 6c-1 6c-4
- SPECIFICATIONS FOR TRENCH EXCAVATION, BACKFILLING & ROAD REINSTATEMENT 6d-1 6d-18
- SPECIFICATION FOR TIMBER 6g-1 6g-2
- SPECIFICATION FOR DI PIPES AND FITTINGS FOR WATER SUPPLY APPLICATIONS 6h-1 6h-15
- SPECIFICATIONS FOR uPVC PIPES & FITTINGS 6i-1 6i-20
- SPECIFICATIONS FOR POLYETHYLENE (PE) PIPES & FITTINGS FOR WATER SUPPLY APPLICATIONS 6j-1 6j-31
- SPECIFICATION FOR STEEL PIPES AND FITTINGS 6k-1 6k-16
- SPECIFICATION FOR GALVANIZED IRON PIPES AND FITTINGS 6l-1 6l-7
- SPECIFICATION FOR VALVES, HYDRANTS, SURFACE BOXES & MANHOLE COVERS FOR WATER SUPPLY APPLICATIONS 6m-1 6m-27
- SPECIFICATION FOR MECHANICAL COUPLINGS, REPAIR CLAMPS & FLANGE ADAPTORS 6n-1 6n-44
- SPECIFICATION FOR FLOW METERS & WASTE METERS 6u-1 6u-5
- SPECIFICATION FOR PENSTOCKS & HEADSTOCKS 6w-1 6w-4

- **SPECIFICATION FOR DI PIPES & FITTINGS AND SPECIALS FOR SEWERAGE APPLICATIONS** **6bb-1 6bb-15**
- **SPECIFICATIONS FOR PIPELINE MAKER TAPE** **6bc-1 6bc-2**
- **SPECIFICATION FOR POLYETHYLENE (PE) PIPES, FITTINGS, SPECIALS & ACCESSORIES FOR DRAINAGE & SEWERAGE APPLICATIONS** **6bd-1 6bd-34**
- **SPECIFICATION FOR MASTIC MATERIALS** **6bj-1 6bj-2**
- **SPECIFICATION FOR PRESSURE TESTING OF DI, CI & PVC PIPE LINES** **6bk-1 6bk-3**



## **7. SCHEDULE OF PARTICULARS**

## **SCHEDULE OF PARTICULARS**

(Information to be provided by the Bidder for the supply items only after reference to the Specifications, Bills of Quantities and Appendices).

Note : Where pamphlets, catalogues and drawings are accompany with the bid, their reference should be quoted in the Schedule of Particulars.

Copies of the Technical Literature with regard to pipes, specials and fittings shall be submitted to establish conformity with BS, BS EN or ISO standards along with ISO 9001:2008/2015 Quality Management System Certification, together with the offer.

1. PVC pipes and Fittings
2. Ductile Iron (DI)
  - 2.1 Pipes & Fittings
  - 2.2 Mechanical Couplings & Flange Adaptors
  - 2.3 Manhole Covers & Surface boxes
3. DI/CI Valves and Accessories
  - 3.1 Gate/Sluice Valves
  - 3.2 Butterfly Valves
  - 3.3 Air Valve
  - 3.4 Check Valves
  - 3.5 Pressure Reducing Valves
  - 3.6 Pressure Sustaining/Relief Valves
  - 3.7 Flow Control Valves
  - 3.8 Altitude Valves
  - 3.9 Ball Float Valves
  - 3.10 Flap Valves
  - 3.11 Fire Hydrants
  - 3.12 Fire Hydrants - Dry Barrel Type
4. Polyethylene (PE) pipes and fittings
5. Galvanized Iron pipes and fittings

## SCHEDULE OF PARTICULARS

### 1. PVC PIPES AND FITTINGS

1.1 Address of Manufacturer's Factory : Pipes –

Fittings -

1.2 Standards to which pipes and fittings conform: Pipes –

Fittings -

Is Certificate of relevant Standards Institute Provided?

1.3 Whether fittings (except bends) provided are:

a) Moulded .....

b) Fabricated .....

1.4 Whether bends provided are:

a) Single cast .....

b) Fabricated .....

1.5 Year of manufacture of pipes & fittings :

1.6 Quantity of solvent cement required per joint :

<u>Pipe Dia</u>	Quantity of solvent cement required per joint
15 mm	.....
.....	.....
.....	.....
63 mm	.....
.....	.....

1.7 For PVC pipes and fittings of dia. 90 mm or greater :

1.7.1 Joint Rings for mechanical joints :

Material :

Class :

Standard to which it conforms :

1.7.2 Make of Lubricant for mechanical joints for safety in water supply :  
To confirm whether it complies :

Quantity of lubricant required per joint

<u>Pipe Dia</u>	Quantity of lubricant required
225 mm.	.....
160 mm	.....
110 mm	.....
90 mm	.....

1.7.3 Vacuum to which the mechanical joint will hold (As per the test in APP. G of BS 4346 part 2):

1.7.4 Indicate whether the manufacturing process of the items offered comply with ISO 9001:2008 /2015 Quality Management System Standard.

**1.8 FLANGES**

1.8.1 Address of Manufacturer :

1.8.2 Standard to which flanges conform :

1.8.3 (a) Standard to which Gaskets conform :  
(b) Specify whether gaskets are inside bolt circle type or full face type :

1.8.4 Details of flanges :

<u>Pipe Dia</u>	Bolts & Nuts for one set Dia. Length No. off
225 mm.	.....
160 mm	.....
110 mm	.....
90 mm	.....
63 mm	.....

1.8.5 Material : Gaskets :

Nuts & Bolts :

**1.9 SADDLE STRAPS**

1.9.1 Country of Manufacture :

1.9.2 Manufacturer and Address :

1.9.3 Make :

Standard to which saddle straps conform : .....

Is certificate of relevant Standard Institutions Provided : .....

1.9.4 Material - Straps :

Joint Rings :

Bolts & Nuts :

1.9.5 Indicate whether the manufacturing process of the items offered comply with ISO 9001:2008 /2015 Quality Management System Standard .....

Is certificate of relevant Standard Institutions Provided: .....

**2. DUCTILE IRON (DI)**

**2.1 PIPES AND FITTINGS**

2.1.1 Country of manufacture: (1) Pipes .....  
(2) Fittings.....

2.1.2 Manufacturers' name and Address: (1) Pipes .....  
.....  
(2) Fittings .....  
.....

2.1.3 2.2.3.1 Standards to which pipes and fittings conform:  
(1) Pipes .....  
(2) Fittings .....

2.2.3.1 No of Shipments proposed by the Contractor:.....

2.1.4 Is Certificate for conformity to standards from relevant standards Institution provided to the factory/factories : (1) Pipes .....  
(2) Fittings .....

2.1.5 Is ISO 9001:2008/2015 Quality Management System Certificate provided to the factory/factories : (1) Pipes .....  
(2) Fittings .....



2.1.6 Class of Pipes and fittings :

	Class
S/S Pipes	.....
Pipes with integral casted flanges	.....
Pipes with factory welded flanges	.....
Pipes with screwed flanges	.....
Tees	.....
Bends & Other Fittings	.....

2.1.7 Whether factory welded flange pipes tested for each flanged joint? .....

2.1.8 Whether Pipes & Fittings are from same Manufacturer ?.....

2.1.9 Gaskets, Joint rings and Lubricant :

2.1.10 Standard to which Gaskets, Joint rings conforms: .....

2.1.11 Is Certificate for conformity to standards from relevant standards Institution provided to the factory/factories : .....

2.1.12 Is ISO 9001:2008/2015 Quality Management System Certificate provided to the factory/factories : .....

2.1.13 Make of Gaskets, Joint rings and Lubricant :

	Make
Gaskets	.....
Joint rings	.....
Lubricant	.....

2.1.14 Material of Gaskets, Joint rings and Lubricant :

Gaskets	.....
Joint rings	.....
Lubricant	.....

2.1.15 Hardness range of Gaskets and Joint Rings  
Hardness Range (1RHD)

Gaskets	.....
Joint Rings	.....

2.1.16 Standard to which Flanges conform : .....

- 2.1.17 Whether Flanges are integrally casted or Factory welded ? .....
- 2.1.18 Type of external coating and grade : .....
- 2.1.19 Standard to which external coating conform: .....
- 2.1.20 Type of internal coating/lining and standard: .....
- 2.1.21 Standard to which nuts and bolts, washers conform and the type of material:
- Standard .....
- Material .....
- 2.1.22 Standard to which polyethylene sleeving conform and the colour
- Standard .....
- Colour .....
- 2.1.23 Quantity of joint protection materials required per flanged joint as per manufacturer's recommendation
- | Diameter<br>outer<br>(mm) | Mastic<br>/Primer (litres) | Paste<br>(kg) | Tape<br>(m) | uPVC/Polyethylene<br>wrapping (m) |
|---------------------------|----------------------------|---------------|-------------|-----------------------------------|
| 150                       | .....                      | .....         | .....       | .....                             |
| 200                       | .....                      | .....         | .....       | .....                             |
| .....                     | .....                      | .....         | .....       | .....                             |
| .....                     | .....                      | .....         | .....       | .....                             |
- 2.1.24 Port of shipment : .....
- 2.1.25 Packing and protection in transit : .....
- 2.1.26 Time of delivery: .....
- 2.1.27 Reference of the catalogues, technical literature, drawing provided with the Bid: .....
- 2.1.28 Name and address of the Supplier's accredited agent in Sri Lanka: .....
- 2.1.29 Deviations from specifications (if any): .....

**2.2 MECHANICAL COUPLINGS AND FLANGE ADAPTERS**

2.2.1 Country of manufacture :.....

2.2.2 Manufacturers’ Name and Address:.....

2.2.3 2.2.3.1 Make, Material, Hardness Range and Standard :

	Make	Material	Hardness Range	Standard	Date of Manufacture
Sleeve:	.....	.....	N/A	.....	.....
Flange :	.....	.....	N/A	.....	.....
Gaskets:	.....	.....	.....	.....	.....
Joint Rings:	.....	.....	.....	.....	.....

2.2.3.2 No of Shipments proposed by the Contractor: .....

2.2.4 Type of external coating and thickness: .....

2.2.5 Type of internal coating and lining: .....

2.2.6 Time of Delivery : .....

2.2.7 Port of Shipment: .....

2.2.8 Reference of the catalogues, technical literature, drawings provided with the Bid :

2.2.9 Name and Address of supplier’s agent (if any) in Sri Lanka .....

2.2.10 Deviations from Specifications (if any) : .....

2.2.11 Is ISO 9001 : 2008/2015 Quality Management System Certificate provided to the Factory .....

**2.3 SURFACE BOXES AND MANHOLE COVERS**

2.3.1 Country of Manufacture :.....

2.3.2 Manufacturer’s name and Address :.....

2.3.3 Material :.....

2.3.4 Class, Make, Standard and Date of Manufacture

	Class	Make	Standard	Date of Manufacture
Manhole Covers :	.....	.....	.....	.....
Surface Boxes :	.....	.....	.....	.....

2.3.5 Coating :.....

2.3.6 Lifting arrangements:

Manhole Covers :.....

Surface Boxes :.....

2.3.7 Name and Address of Supplier's agent (if any) in Sri Lanka :.....

2.3.8 Port of Shipment:.....

2.3.9 Time of Delivery of Material at port of shipment:.....

2.3.10 Deviations from Specification (if any):.....

**3. DI/CI VALVES AND ACCESSORIES**

**3.1 GATE/SLUICE VALVES**

3.1.1 Country of Manufacture : .....

3.1.2 Manufacturer's Name and Address: .....

3.1.3 Date of Manufacture: .....

3.1.4 3.1.4.1 Standards to which valves conform .....

3.1.4.2 No of Shipments proposed by the Contractor : .....

3.1.5 Is certificate for conformity to standards from relevant Standards Institution provided to the factory/ factories .....

3.1.6 Is ISO 9001 : 2008/2015 Quality Management System Certificate provided to the factory/ Factories .....

3.1.7 Material

Body : .....

Spindle : .....

Metal faces and seal: .....

- 3.1.8 Length between flanges (mm):.....
- 3.1.9 End flanges - Pressure Rating: .....  
  - Dimensions (mm): .....
  - Bolt Circle dia (mm): .....
- 3.1.10 Whether gearing arrangement Provided : .....
- Gear Ratio
- Unbalanced head: ..... bars
- Seat test pressure: ..... bars
- Body test pressure: ..... bars
- 3.1.11 Internal protection : .....
- 3.1.12 External protective finish: .....
- 3.1.13 Weight of the valve ..... kgs .....
- 3.1.14 Packing and protection of valves in transit: .....
- 3.1.15 Reference of the catalogues, technical literature and drawing provided with the Bid:
- 3.1.16 Port of shipment: .....
- 3.1.17 Time of delivery of valves at the port of shipment: .....
- 3.1.18 Name and Address of Supplier's accredited agent in Sri Lanka: .....
- 3.1.19 Deviations from Specifications (if any):

**3.2 BUTTERFLY VALVES**

- 3.2.1 Country of Manufacture .....
- 3.2.2 Manufacturer's name and Address: .....  
.....
- 3.2.3 Date of Manufacture:.....

- 3.2.4 3.2.4.1 Standard to which valves conform: .....
- 3.2.4.2 No of Shipments proposed by the Contractor : .....
  
- 3.2.5 Is certificate for conformity to Standards from relevant Standard Institution provided to the factory/ factories. ....
  
- 3.2.6 Is ISO 9001 : 2008/2015 Quality Management System Certificate provided to the factory/ factories. ....
  
- 3.2.7 Material
  - Valve body:
  - Valve disc:
  - Valve seat:
  - Shaft:
  - Shaft seals:
  
- 3.2.8 Valve body : Whether Rubber lined ? if so material : .....
- 3.2.8.1 Standards to which gaskets conforms :.....
- 3.2.8.2 Is certificate for conformity to Standards from relevant Standard Institution provided to gaskets :. ....
- 3.2.8.3 Is ISO 9001 : 2008/2015 Quality Management System Certificate provided to the factory/ factories. ....
- 3.2.8.4 Face to face dimensions of the valves (mm) :.....
- 3.2.8.5 End Flanges
  - Pressure rating:.....
  - Dimensions (mm):.....
  - Bolt circle dia (mm):.....
  
- 3.2.8.6 Standard to which nuts and bolts conform and the material:.....
- 3.2.8.7 The type of operating gear for the valve:.....
- 3.2.8.8 Operating method of the valve (hand wheel/Tee key):.....

- 3.2.8.9 Whether Gearing arrangement is provided : .....

  - Gear ratio of gearing:.....
  - Unbalanced head: ..... Bars
  - Seat test pressure : ..... Bars
  - Body test pressure ..... Bars

- 3.2.8.10 Internal protective finish:
  - Material : .....
  - Thickness : .....
- 3.2.8.11 External protective finish:
  - Material : .....
  - Thickness : .....
- 3.2.8.12 Weight of the valve: ..... Kg
- 3.2.8.13 Packing and Protection of valves in transit: .....
- 3.2.8.14 Reference of the catalogues, technical literature and drawings provided with the Bid:
  - .....
- 3.2.8.15 Port of shipment: .....
- 3.3.8.16 Time of delivery of valves at port of shipment: .....
- 3.2.8.17 Name and Address of supplier's agent (if any) in Sri Lanka: .....
  - .....
- 3.2.8.18 Deviations from specifications (if any) :.....

**3.3 AIR VALVES**

- 3.3.1 Country of Manufacture : .....
- 3.3.2 Manufacturer's name and Address: .....
  - .....
- 3.3.3 Date of Manufacture: .....
- 3.3.4 Is ISO 9001 : 2008 /2015 Quality Management System Certificate provided to the factory / Factories : .....
- 3.3.5 Type of Valve (single orifice/double orifice): .....

3.3.6 For large orifice air valves;

Orifice dia ..... mm	Minimum air outflow at 0.5 bar differential pressure ..... m <sup>3</sup> /min
	Minimum air inflow at 0.2 bar differential pressure ..... m <sup>3</sup> /min

3.3.7 For large orifice and Double orifice air valves; whether isolating valve has mitre gearing for making it Tee key operated: .....

3.3.8 Make of material of Ball (Stainless Steel or Plastic):.....

3.3.9 Flanges (if applicable)

Pressure rating : .....

Standard :.....

Dimensions (mm) :.....

Bolt circle dia (mm):.....

3.3.10 Seat test pressure : ..... bars

3.3.11 Body test pressure : ..... bars

3.3.12 Internal protective finish: .....

3.3.13 External protective finish:.....

3.3.14 Weight of the valve :..... kg

3.3.15 Packing and protection of valves in transit: .....

3.3.16 Reference of the catalogues, technical literature and drawings provided with the Bid:  
.....

3.3.17 Port of shipment: .....

3.3.18 Time of delivery of valves at port of shipment:.....

3.3.19 Name and Address of supplier's agent (if any) in Sri Lanka: .....

.....

3.3.20 Deviations from specifications (if any):.....



### 3.4 CHECK VALVES

- 3.4.1 Country of Manufacture : .....
- 3.4.2 Manufacturer's name and Address: .....  
.....
- 3.4.3 Date of Manufacture:.....
- 3.4.4 Standard to which valves conform: .....
- 3.4.5 Is ISO 9001 : 2008 /2015 Quality Management System provided to the factory/  
factories:.....
- 3.4.6 3.4.6.1 Is product conformity certificate from relevant Standard Institution provided  
to the Factory / factories :.....  
3.4.6.2 No of Shipments proposed by the Contractor: .....
- 3.4.7 Is this Vertical Installation or Horizontal Installation :.....
- 3.4.8 Is this non Slam :.....
- 3.4.9 Is this Spring loaded : .....
- 3.4.10 Material
  - Valve body: .....
  - Hinge pin and bushes:.....
  - Disc:.....
  - Disc encapsulating material:.....
- 3.4.11 End Flanges
  - Pressure rating:.....
  - Dimensions (mm):.....
  - Bolt circle dia (mm):.....
  - Standard :.....
- 3.4.12 Face to face dimensions of the valve (mm) :.....
- 3.4.13 Seat test pressure : ..... bars
- 3.4.14 Body test pressure ..... bars
- 3.4.15 Internal protective finish:.....
- 3.4.16 External protective finish:.....
- 3.4.17 Weight of the valve: ..... Kg
- 3.4.18 Packing and Protection of valves in transit:.....

- 3.4.19 Reference of the catalogues, technical literature and drawings provided with the Bid:  
.....
- 3.4.20 Port of shipment:.....
- 3.4.21 Time of delivery of valves at port of shipment:.....
- 3.4.22 Name and Address of supplier's agent (if any) in Sri Lanka:.....
- 3.4.23 Deviations from specifications (if any):.....

**3.5 PRESSURE REDUCING VALVES**

- 3.5.1 Country of Manufacture : .....
- 3.5.2 Manufacturers' Name and Address: .....
- 3.5.3 Date of Manufacture:.....
- 3.5.4 Is ISO 9001:2008/2015 Quality Management System provided to the factory/  
factories: .....
- 3.5.5 3.5.5.1 Is product conformity certificate from relevant Standard Institution provided  
to the factory/ factories:.....
- 3.5.5.2 No of Shipments proposed by the Contractor: .....
- 3.5.6 Material
  - Main valve:.....
  - Body:.....
  - Internal valve:.....
  - Indicator rod:.....
  - Relay Valve
    - Body:.....
    - Spindle:.....
    - Diaphragm:.....
    - Spring:.....
- 3.5.7 Length between flanges (mm):.....

- 3.5.8 End Flanges
  - Pressure rating:.....
  - Dimensions (mm):.....
  - Bolt circle dia (mm):.....
  - Standard :.....
- 3.5.9 Minimum running pressure difference: ..... bars
- 3.5.10 Minimum control pressure ..... Bars
- 3.5.11 Internal protective finish:.....
- 3.5.12 External protective finish:.....
- 3.5.13 Weight of the valve: ..... kg
- 3.5.14 Packing and Protection of valves in transit:.....
- 3.5.15 Reference of the catalogues, technical literature and drawings provided with the Bid:
  - .....
- 3.5.15 Port of shipment:.....
- 3.5.16 Time of delivery of valves at port of shipment:.....
- 3.5.17 Name and Address of supplier's agent (if any) in Sri Lanka:.....
- 3.5.18 Deviations from specifications (if any):.....

**3.6 PRESSURE SUSTAINING/RELIEF VALVES**

- 3.6.1 Country of Manufacture :.....
- 3.6.2 Manufacturer's name and Address:.....
- 3.6.3 Date of Manufacture:.....
- 3.6.4 Is ISO 9001 : 2008 /2015 Quality Management System provided to the factory/
  - factories .....
- 3.6.5 3.6.5.1 Is product conformity certificate from relevant Standard Institution provided
  - to the factory/ factories:.....
  - 3.6.5.2 No of Shipments proposed by the Contractor : .....

3.6.6 Material

- Main valve:.....
- Body:.....
- Internal valve:.....
- Indicator rod:.....

Relay Valve

- Body:.....
- Spindle:.....
- Diaphragm:.....
- Spring:.....

3.6.7 Length between flanges (mm):.....

3.6.8 End Flanges

- Pressure rating:.....
- Dimensions (mm):.....
- Bolt circle dia (mm):.....
- Standard :.....

3.6.9 Internal protective finish:.....

3.6.10 External protective finish:.....

3.6.11 Weight of the valve: ..... kg

3.6.12 Packing and Protection of valves in transit:.....

3.6.13 Reference of the catalogues, technical literature and drawings provided with the Bid:

.....

3.6.14 Port of shipment:.....

3.6.15 Time of delivery of valves at port of shipment:.....

3.6.16 Name and Address of supplier's agent (if any) in Sri Lanka:.....

3.6.17 Deviations from specifications (if any):.....

### 3.7 FLOW CONTROL VALVES

- 3.7.1 Country of Manufacture :.....
- 3.7.2 Manufacturer's name and Address:.....
- 3.7.3 Date of Manufacture:.....
- 3.7.4 Is ISO 9001 : 2008/2015 Quality Management System provided to the factory/  
factories: .....
- 3.7.5 3.7.5.1 Is Product Conformity Certificate from relevant Standard Institution  
provided to the factory/ factories:.....
- 3.7.5.2 No or Shipments proposed by the Contractor : .....
- 3.7.6 Material
  - Main valve:.....
  - Body:.....
  - Internal valve:.....
  - Indicator rod:.....
- Relay Valve
  - Body:.....
  - Spindle:.....
  - Diaphragm:.....
  - Spring:.....
- 3.7.7 Length between flanges (mm):.....
- 3.7.8 End Flanges
  - Pressure rating:.....
  - Dimensions (mm):.....
  - Bolt circle dia (mm):.....
  - Standard :.....
- 3.7.9 Minimum flow :.....
- 3.7.10 Constant flow:.....
- 3.7.11 Internal protective finish:.....
- 3.7.12 External protective finish:.....

- 3.7.13 Weight of the valve: ..... kg
- 3.7.14 Packing and Protection of valves in transit:.....
- 3.7.15 Reference of the catalogues, technical literature and drawings provided with the Bid:
- 3.7.16 Port of shipment:.....
- 3.7.17 Time of delivery of valves at port of shipment:.....
- 3.7.18 Name and Address of supplier's agent (if any) in Sri Lanka:.....
- 3.7.19 Deviations from specifications (if any):.....

**3.8 ALTITUDE VALVES**

- 3.8.1 Country of Manufacture :.....
- 3.8.2 Manufacturer's name and Address:.....  
.....
- 3.8.3 Date of Manufacture:.....
- 3.8.4 Is ISO 9001 : 2008/2015 Quality Management System provided to the factory/  
factories .....
- 3.8.5 3.8.5.1 Is Product Conformity Certificate from relevant Standard Institution provided  
to the factory/ factories.....
- 3.8.5.2 No of Shipments proposed by the Contractor : .....
- 3.8.6 Material
  - Main valve:.....
  - Body:.....
  - Internal valve:.....
  - Indicator rod:.....
  - Relay Valve
    - Body:.....
    - Spindle:.....
    - Diaphragm:.....
    - Spring:.....
- 3.8.7 Length between flanges (mm):.....

- 3.8.8 End Flanges
  - Pressure rating:.....
  - Dimensions (mm):.....
  - Bolt circle dia (mm):.....
  - Standard :.....
- 3.8.9 Minimum head required at valve inlet:.....
- 3.8.10 Internal protective finish:.....
- 3.8.11 External protective finish:.....
- 3.8.12 Weight of the valve: ..... kg
- 3.8.13 Packing and Protection of valves in transit:.....
- 3.8.14 Reference of the catalogues, technical literature and drawings provided with the Bid:
  - .....
- 3.8.15 Port of shipment:.....
- 3.8.16 Time of delivery of valves at port of shipment:.....
- 3.8.17 Name and Address of supplier's agent (if any) in Sri Lanka:.....
- 3.8.18 Deviations from specifications (if any):.....

**3.9 BALL FLOAT VALVES**

- 3.9.1 Country of Manufacture :.....
- 3.9.2 Manufacturer's name and address : .....
- 3.9.3 Date of Manufacture:.....
- 3.9.4 Is ISO 9001 : 2008/2015 Quality Management System provided to the factory/
  - factories .....
- 3.9.5 3.9.5.1 Is product conformity certificate from relevant Standard Institution provided
  - to the factory/ factories.....
  - 3.9.5.2 No of Shipments proposed by the Contractor : .....
- 3.9.6 Body test pressure:.....

3.9.7 End Flanges

Pressure rating:.....

Dimensions (mm):.....

Bolt circle dia (mm):.....

Standard:.....

3.9.8 Material

Valve Body:.....

Float:.....

Lever and links:.....

3.9.9 Body test pressure: ..... bars

3.9.10 Close assembly test pressure ..... bars

3.9.11 Weight of the valve: ..... kg

3.9.12 Packing and Protection of valves in transit:.....

3.9.13 Reference of the catalogues, technical literature and drawings provided with the Bid:  
.....

3.9.14 Port of shipment:.....

3.9.15 Time of delivery of valves at port of shipment:.....

3.9.16 Name and Address of supplier's agent (if any) in Sri Lanka:.....

3.9.17 Deviations from specifications (if any):.....

**3.10 FLAP VALVES**

3.10.1 Country of Manufacture :.....

3.10.2 Manufacturer's name and Address:.....

3.10.3 Date of Manufacture:.....

3.10.4 Is ISO 9001 : 2008/2015 Quality Management System provided to the factory/  
factories .....



3.10.5 3.10.5.1 Is product conformity certificate from relevant Standard Institution provided to the factory/ factories.....

3.10.5.2 No of Shipments proposed by the Contractor : .....

3.10.6 Material

Frame and door:.....

Sealing:.....

Hinge pin:.....

Links:.....

3.10.7 Flanges

Pressure rating:.....

Dimensions (mm):.....

Bolt circle dia (mm):.....

Standard :.....

3.10.8 Weight of the valve: ..... kg

3.10.9 Packing and Protection of valves in transit:.....

3.10.10 Reference of the catalogues, technical literature and drawings provided with the Bid:.....

3.10.11 Port of shipment:.....

3.10.12 Time of delivery of valves at port of shipment:.....

3.10.13 Name and Address of supplier's agent (if any) in Sri Lanka:.....

3.10.14 Deviations from specifications (if any).....

**3.11 FIRE HYDRANTS**

3.11.1 Is this Pillar type or Underground type:

3.11.2 Screw down type

3.11.3 Country of Origin:.....

3.11.4 Manufacturer's name and Address:.....

- 3.11.5 Is ISO 9001 : 2008/2015 Quality Management System provided to the factory/  
factories: .....
- 3.11.6 3.11.6.1 Is product conformity certificate from relevant Standard Institution provided  
to the factory/ factories.....
- 3.11.6.2 No of Shipments proposed by the Contractor : .....
- 3.11.7 Date of Manufacture:.....
- 3.11.8 Standard to which it conform:.....
- 3.11.9 Inlet Flanges  
Pressure rating:.....  
Dimensions (mm):.....  
Bolt circle dia(mm):.....  
Standard:.....  
Standard of facing and drilling:.....
- 3.11.10 The direction of closing of the hydrant valve:.....
- 3.11.11 Body test pressure:..... Bars
- 3.11.12 Valve and seat test pressure : ..... bars
- 3.11.13 Internal protective finish:.....
- 3.11.14 External protective finish:.....
- 3.11.15 Weight of the hydrant: ..... kg
- 3.11.16 Packing and protection of hydrants in transit:.....
- 3.11.17 Reference of the catalogues, technical literature and drawings provided with the Bid:  
.....
- 3.11.18 Time of delivery of hydrants at port of shipment:.....
- 3.11.19 Name and address of supplier's agent (if any) in Sri Lanka:.....
- 3.11.20 Deviations from specifications (if any):.....

**3.12 Fire Hydrants - Dry Barrel Type**

- 3.12.1 Country of Manufacture :.....
- 3.12.2 Manufacturer’s name and Address:.....
- 3.12.3 Date of Manufacture:.....
- 3.12.4 Is ISO 9001 : 2008/2015 Quality Management System provided to the factory/  
factories .....
- 3.12.5 3.12.5.1 Is product conformity certificate from relevant Standard Institution provided  
to the factory/ factories.....
  - 3.12.5.2 No of Shipments proposed by the Contractor : .....
- 3.12.6 Standard to which it conform:.....
- 3.12.7 Burried length of hydrant: ..... m
- 3.12.8 Number of outlet nozzles nominal diameter and standard:
  - No. of outlet nozzles:.....
  - Nominal diameter (mm):.....
  - Standard:.....
- 3.12.9 Inlet Flange
  - Pressure rating:.....
  - Dimensions (mm):.....
  - Bolt circle dia(mm):.....
  - Standard:.....
- 3.12.10 Material, Hardness range and standard

Material	Hardness range	Standard
Gaskets: .....	.....	.....
Nuts and Bolts: .....	.....	.....
- 3.12.11 The direction of closing of the hydrant valve:.....
- 3.12.12 Colour of the finish paint above ground line:
- 3.12.13 Weight of the hydrant: ..... kg
- 3.12.14 Packing and protection of hydrants in transit:

3.12.15 Reference of the catalogues, technical literature and drawings provided with the tender:

3.12.16 Port of shipment:

3.12.17 Time of delivery of hydrants at port of shipment:

3.12.18 Name and address of supplier's agent (if any) in Sri Lanka:

3.12.19 Deviations from specifications (if any):

#### **4. PE PIPES AND FITTINGS**

3.1 No of shipments proposed by the contractor : .....

4.2 Country of Manufacture:

Pipes: .....

Fittings: .....

4.3 Manufacturer's Address and the intended Date of Manufacture:

	<u>Address</u>	<u>Intended Date of Manufacture</u>
Pipes:	.....	.....
Fittings:	.....	.....

4.4 Colour of the product :

Pipes: .....

Fittings: .....

4.5 Port of Shipment :

4.6 4.6.1 Standards to which pipes and fittings conform:

Pipes: .....

Fittings: .....

4.6.2 No of Shipments proposed by the Contractor : .....

4.7 Is Certificate of product conformity from a relevant standards Institution provided :

Pipes ..... (attach a copy)

Fittings ..... (attach a copy)

4.8 Nominal sizes and pressure ratings of Pipes & Fittings:

	<u>Nominal Dia</u>	<u>Pressure Rating</u>	<u>SDR</u>
Pipes:	.....	.....	.....
Fittings:	.....	.....	.....

4.9 Make of compression fittings, Gaskets/ rubber rings, inserts, clamps

<u>Make/material</u>	<u>Intended Date of Manufacture</u>	
<b>Body of Compression fittings</b>	.....	.....
<b>Inserts</b>	.....	.....
<b>Rubber ring/Gasket</b>	.....	.....

4.10 Characteristics of PE compound as granules

- i. Compound Density : .....
- ii. Carbon black content  
(black compound % by mass) .....
- iii. Carbon black dispersion  
(black compound specify the grade range) .....

4.11 Mechanical characteristics

- i. Hydrostatic strength at 20<sup>0</sup>C  
(a) For pipes .....
- (b) For fittings .....
- ii. Hydrostatic strength at 80<sup>0</sup>C  
(a) For pipes .....
- (b) For fittings .....

4.12 Packing and protection in transit :

Pipes ..... (specify in detail)  
Fittings ..... (specify in detail)

4.13 Time of delivery:

	<b>FOB</b>	<b>At Site</b>
Pipes		
Fittings		

4.14 Reference of the catalogues, technical literature, drawing provided with the tender:

Pipes : .....

Fittings : .....

4.15 Name and address of the Supplier's agent in Sri Lanka: .....

.....  
.....  
.....

4.16 Whether ISO 9001 : 2008/2015 quality assurance certificate is available for manufacturing factory:

(i) (a) For Pipes .....(i) (b) If yes, attach a copy .....

(ii) (a) For Fittings .....(ii) (b) If yes, attach a copy

**5. GALVANIZED IRON PIPES & FITTINGS**

5.1 Country of Manufacturer :

5.2 Name & address of the manufacturer :

5.3 Manufacturing Process :

5.4 Thickness of external galvanized coating :

5.5 Protection of pipes and pipe ends in transit :

Pipes and plain ends :

Flanges :

5.6 Details of Flanges :

<b>Pipe Diameter</b>	<b>Bolts &amp; Nuts Dia. Length No. off</b>	<b>Material</b>
.....	.....	.....
.....	.....	.....
.....	.....	.....

Specify the standards to which the GI pipes and fittings to be supplied under this contract comply with :

Is certificate from relevant Institution Provided :

- 5.7 Specify the duty (Heavy/Medium/Light) :
- 5.8 Pressure rating of pipes :
- 5.9 Indicate whether the manufacturing process of the items offered comply with ISO 9001:2008 /2015 Quality Management System Standard.
- Is certificate from relevant Institution provided :

## **8. DEVIATIONS FROM SPECIFICATIONS**



## **DEVIATIONS FROM SPECIFICATIONS**

### **Preamble**

The Bidder is required to list any deviations of materials workmanship etc. from the Specifications including such information as has already been given elsewhere in the Tender Documents. The information shall be in sufficient detail to enable the Engineer to make a realistic assessment of the effect of such deviations on the performance or life of the materials to be supplied and also such deviation if any shall be subject to clause 28.2 of Instructions to Bidders.

The list shall also include deviations from the Specifications relating to the mode of operation and/or control of any item of equipment, and any deviations from the specified design requirements for plant components.

### **Deviations**

#### **Note:**

Additional sheets should be attached as necessary

## **9. SCHEDULE OF DAY WORKS**

- **PREAMBLE NOTES ON DAYWORKS SCHEDULES**
- **SCHEDULE OF DAYWORK RATES FOR LABOUR**
- **SCHEDULE OF DAYWORK RATES FOR MATERIALS**
- **SCHEDULE OF DAYWORK RATES FOR CONSTRUCTIONAL PLANT**

## **SCHEDULES OF DAYWORKS**

### **PREAMBLE NOTES ON DAYWORK SCHEDULES**

#### **General**

Reference should be made to Clause 13.5 of the Conditions of Contract. Work shall not be executed on daywork basis except by written order of the Engineer. The rates specified shall apply to any quantities of daywork ordered by the Engineer. Daywork rates are exclusive of VAT.

The daywork rates for labour, material and Contractor's Equipment do not include percentages to cover contractor's overhead and profit. Contractor may add maximum percentage over and above the daywork rate to cover overhead and profit as specified in each section below.

#### **Labour for daywork**

Only the time of different classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing the work with the gangs will also be measured but not the time of foreman or other supervisory personnel.

The daywork rates for labour shall cover all direct costs to the contractor, including the amounts of wages paid to such labour, transporting time, subsistence allowances and any sums paid to or in on behalf of such labour for social benefits in accordance with Sri Lankan Law.

The overhead and profit component, maximum of 15% of daywork rates to cover the contractor's profit, overhead, superintendence, liabilities and insurance and allowances to labour, time keeping, clerical and office work, the use of consumable stores, utilities, the cost of using, repairing and maintaining the tools necessary to each class of workman.

#### **Material for daywork**

The basic rates for material is based on the invoice price, freight, insurance, handling expenses, damages, losses, wastages etc. and shall provide and delivery to site as directed by the Engineer. The contractor shall be entitled to payment in respect of materials used for daywork at the maximum of 6% of daywork to cover the overhead and profit.

#### **Contractor's Equipment for daywork**

The contractor shall be entitled to payment in respect of Contractor's Equipment employed on daywork. The rates include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables. Contractor may add a maximum of 10% overhead

and profit component to the daywork rates to cover his profit, overhead, superintendence, administrative costs related to use such equipment, liabilities, time keeping and any other allied works.

In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time of return journey there to shall be considered for payment.

**SCHEDULE OF DAYWORK RATES  
FOR LABOUR**

ITEM NO	DESCRIPTION	UNIT	RATE Rs.
1	Unskilled Labour	day	1100.00
2	Pipe Layer	day	1600.00
3	Helper	day	1250.00
4	Mason	day	1400.00
5	Carpenter and Joiner	day	1500.00
6	Steel Work Erector	day	1500.00
7	Tool Operator	day	1300.00
8	Fitter	day	1600.00
9	Tiller	day	1600.00
10	Plumber	day	1550.00
11	Welder	day	1600.00
12	Painter	day	1500.00
13	Electrician	day	1600.00
14	Mechanic	day	1600.00
15	Bar Bender	day	1600.00
16	Operator (Heavy Machine)	day	1600.00

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**Note :** VAT not included  
Contractor's O/H & P not included.

**Source:** Market prices April 2017

**SCHEDULE OF DAYWORK RATES  
FOR MATERIALS**

Item No.	Description	Unit	Basic Rate (Rs)
1.	Cement, ordinary Portland or equivalent in bags	kg	16.20
2.	Tor Steel reinforcing bar	kg	113.00
3.	Mild steel	kg	104.00
4.	Fine aggregate as specified in clause 1.6.1 of the ICTAD specification (SCA/4/1) for Building Works – Volume 1		
	Fine Sand	cu	13,500.00
	Coarse Sand	cu	12,500.00
	Sea sand (wash)	cu	6,500.00
	Quarry Dust	cu	6,800.00
5.	Coarse aggregate for concrete as specified in Clause 302 of the General Specification for Civil Engineering construction of size ½” (Chips)	cu	6,900.00
	¾”	cu	6,900.00
	1”	cu	6,750.00
	1½”	cu	6,250.00
	2”	cu	5,200.00
6.	Timber for Planks (form work) 1”x 9”	m <sup>2</sup>	4,300.00
7.	Shuttering planks	m <sup>2</sup>	323.00
8.	Timber for Members		
	<b>Jack</b>		
	Timber 4”x3”	m	1,805.00
	Timber planks 1 1/8”	m <sup>2</sup>	5,918.00
	<b>Hora/ Liyan</b>		
	Timber 2”x1”	m	33.00
	Timber 2”x2”	m	98.00
	Timber 4”x2”	m	443.00
	Timber 4”x3”	m	755.00
	Timber 5”x3”	m	902.00
	Timber 6”x2”	m	902.00
	Timber 4”x4”	m	1,394.00
	Timber 4”x6”	m	1,886.00
	Timber planks 1”	m <sup>2</sup>	4,300.00
	Valance Board 9”x1” Ginisapu	m	476.00
	Lunumidella Ceiling Planks 6”x3/4”	m <sup>2</sup>	1,076.00

Item No.	Description	Unit	Basic Rate
(Rs)			
<u>Kempas</u>			
	Class 1 Timber 2"x1"	m	115.00
	Class 1 Timber 2"x2"	m	213.00
	Class 1 Timber 2"x4"	m	623.00
	Class 1 Timber 3"x4"	m	984.00
	Class 1 Timber 2"x5"	m	853.00
	Class 1 Timber 3"x5"	m	1,279.00
	Class 1 Timber 2"x6"	m	1,017.00
	Class 1 Timber 3"x6"	m	1,509.00
	Class 1 Timber 4"x6"	m	2,460.00
	Class 1 Timber 1"x9"	m	1,181.00
9.	Bricks Standard size	nr.	15.00
10.	Rubble		
	6" x 9"	m <sup>3</sup>	5,500.00
	6" x 4"	m <sup>3</sup>	5,600.00

**Note :** 1. Contractor's overhead not included  
2. VAT not included

**Source :-**

1. Market prices April 2017.

**SCHEDULE OF DAYWORK RATES  
FOR CONSTRUCTIONAL PLANT**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>CAPACITY</b>	<b>UNIT</b>	<b>RATE (Rs.)</b>
1	Asphalt cutter *		hr	1,150.00
2	Excavator *	0.18m <sup>3</sup>	hr	2,400.00
3	Excavator *	0.35m <sup>3</sup>	hr	2,700.00
4	Excavator *	0.45m <sup>3</sup>	hr	2,800.00
5	Excavator *	0.7m <sup>3</sup>	hr	3,100.00
6	Excavator *	0.9m <sup>3</sup>	hr	3,300.00
7	Excavator (Long Arm)*	0.4m <sup>3</sup>	hr	3,750.00
8	Excavator (Long Arm)*	0.5m <sup>3</sup>	hr	4,250.00
9	Excavator (Long Arm)*	0.9m <sup>3</sup>	hr	7,000.00
10	Excavator with backhoe *	130hp	hr	4,500.00
11	Wheel Loader *	0.9m <sup>3</sup>	hr	1,900.00
12	Wheel Loader *	1.4m <sup>3</sup>	hr	2,000.00
13	Wheel Loader *	2.0m <sup>3</sup>	hr	2,500.00
14	Backhoe loader *	101hp	hr	2,300.00
15	Backhoe loader *	90hp	hr	2,350.00
16	Bulldozer (Crawler Tractor) *	95 hp	hr	4,100.00
17	Bulldozer (Crawler Tractor) *	165 hp	hr	4,300.00
18	Bulldozer (Crawler Tractor) *	355 hp	hr	6,400.00
19	Motar Grader *	3.1 m	hr	3,500.00
20	Motar Grader *	4.2 m	hr	5,200.00
21	Baby Dumper *		day	5,000.00
22	Bob Cat		day	6,000.00
23	Hand Rammers *	60kg	day	4,000.00
24	Plate Compactor Mechanical *	90kg	day	3,600.00
25	Soil compactor - Vibrating Roller *	01 t	hr	1,100.00
26	Soil compactor - Vibrating Roller *	04 t	hr	2,400.00
27	Soil compactor - Vibrating Roller *	07 t	hr	2,850.00
24	Soil compactor - Vibrating Roller *	10 t	hr	3,400.00



**FOR CONSTRUCTIONAL PLANT (Cont.)**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>CAPACITY</b>	<b>UNIT</b>	<b>RATE</b>
25	Soil compactor - Vibrating Roller *	20 t	hr	4,250.00
26	Soil compactor - Vibrating Roller *	26 t	hr	4,750.00
27	Pneumatic Roller *	8 - 10 t	hr	3,800.00
28	Pneumatic Roller *	10 - 12 t	hr	4,500.00
29	Concrete mixer complete with scales etc. *	0.25m <sup>3</sup>	hr	500.00
30	Concrete mixer complete with scales etc. *	0.5m <sup>3</sup>	hr	700.00
31	Concrete vibrator *	38 mm dia.	day	3,500.00
32	Dump Truck (80 km/day) *	3 t	day	4,800.00
33	Dump Truck (80 km/day) *	12 t	day	8,900.00
34	Dump Truck (80 km/day) *	20 t	day	12,100.00
35	Crawler Crane *	35 t	hr	4,200.00
36	Crawler Crane *	50 t	hr	5,600.00
37	Hydraulic Crane *	20 t	hr	7,500.00
38	Hydraulic Crane *	15t	hr	5,800.00
39	Tower crane *	10 t	hr	3,700.00
40	Tower crane *	12 t	hr	5,200.00
41	Boom Truck *	3 t	day	12,800.00
42	Boom Truck *	3.5 t	day	13,900.00
43	Boom Truck *	4 t	day	17,300.00
44	Water Bowser (80 km/day) *	6000lts.	day	4,900.00
45	Water Bowser (80 km/day) *	8000lts.	day	7,500.00
46	Water Bowser (80 km/day) *	13200lts.	day	8,700.00
47	Water Pump 4" dia. (with fuel & without operator)		hr	1,100.00
48	Water Pump 2" dia.(with fuel & without operator)		hr	350.00
49	Water Pump 2" dia.(Electrical - without operator)		day	700.00
50	Sludge pump 4" dia. (with fuel & without operator)		hr	1,100.00
51	Double cab (with driver & fuel) *		km	60.00
52	Crew cab (with driver & fuel) *		km	70.00
53	Lorry *	(20-30 t)	km	110.00

ITEM NO	DESCRIPTION	CAPACITY	UNIT	RATE
54	Van (15 Sheet) or similar utility Vehical *		km	55.00
55	Ordinary truck (100 km/day) *	6 t	day	8,700.00
56	Ordinary truck (100 km/day) *	12 t	day	11,500.00
57	Truck with tipper *	3 - 8 t	km	110.00
58	Low loader truck *	30 - 40 km	km	140.00
59	Tractor & trailer (3 ton ) (80 km/day)		day	6,000.00
60	Fork lift (Minimum 5 hrs.) *	2.5 t	5 hrs	5,250.00
61	Fork lift (Minimum 5 hrs.) *	3 t	5 hrs	6,300.00
62	Fork lift (Minimum 5 hrs.) *	3.5 t	5 hrs	8,100.00
63	Fork lift (Minimum 5 hrs.) *	6 t	5 hrs	11,550.00
64	Fork lift (Minimum 6 hrs.) *	10 t	6 hrs	19,100.00
65	Fork lift (Minimum 6 hrs.) *	15 t	6 hrs	27,700.00
66	Air Compressor (including tools breakers etc:)*	750 CFM	hr	4,600.00
67	Air Compressor (including tools breakers etc:)*	250 CFM	hr	1,700.00
68	Air Compressor (including tools breakers etc:)*	125 CFM	hr	1,200.00
69	Air Compressor (including tools breakers etc:)*	175 CFM	hr	1,400.00
70	Air Compressor (baby) *		hr	75.00
71	Generating set (with fuel )	30kVA	hr	1,500.00
72	Generating set (with fuel )	35kVA	hr	1,750.00
73	Generating set (with fuel )	45kVA	hr	2,200.00
74	Generating set (with fuel )	125kVA	hr	4,600.00
75	Tile cutter (up to 2'-0" length - with operator)		day	475.00
76	Tile cutter (2'-0" length - with operator)		day	600.00
77	Breaker Machene (with operator)		day	5,200.00
78	Grinder (large) - Electrical (with operator)		day	1,450.00

ITEM NO	DESCRIPTION	CAPACITY	UNIT	RATE
79	Grinder (midium) - Electrical (with operator )		day	950.00
80	Angle Grinder (06",04") - Electrical (with operator)		day	200.00
81	Angle Grinder (7") - Electrical (with operator)		day	500.00
82	Butt fusion Machine with all necessary equipment - Electrical *		month	26,000.00
83	Pressure Pump (Electric domestic type - with operator )		day	1,500.00
84	Welding Transformer		day	300.00
85	Chain Block		day	600.00
86	Floor Polisher		day	900.00
87	Vacum Cleaner		day	550.00
88	Blower		day	350.00
89	Jig Saw		day	250.00
	<b><u>For Supply of Ready Mix Concrete (Colombo Area)</u></b>			
90	Pump Cars -( Minimum 30 m <sup>3</sup> ) - 21m length of pump car *		m <sup>3</sup>	700.00
91	Pump Cars -( Minimum 40 m <sup>3</sup> ) - 32 m length of pump car *		m <sup>3</sup>	800.00
92	Pump Cars -( Minimum 50 m <sup>3</sup> ) - 37 m length of pump car *		m <sup>3</sup>	900.00

**Note :-**

1. VAT not included
2. \* Cost of Operator / Driver and fuel are included in rates.
3. Contractors O/H & P not included.

**Source :-**

Market prices April 2017

## **10. LIST OF DRAWINGS**

## LIST OF DRAWINGS

<b>Drg. No.</b>	<b>Description</b>

## **11. BILLS OF QUANTITIES**

- **PREAMBLE NOTES ON BILLS OF QUANTITIES**
- **BILLS OF QUANTITIES**
- **SUMMARY OF BILLS**

**BILLS OF QUANTITIES**  
**CONTRACT FOR .....**

..... **WATER SUPPLY/SEWERAGE SCHEME**

**CONTRACT No. ....**

**BILL NO: 01 - GENERAL ITEMS**

Item No	CESMM3 Code	Description	Unit	Qty.	Rate Rs: Cts:	Amount Rs: Cts:
		<p><b><u>Allow for all costs and expenses for complying with the General Conditions of contract and Specification.</u></b></p> <p><b><u>Note : Any Services not specially provided for will deemed to be included in the rates of items in the Bill of Quantities.</u></b></p> <p><b><u>CLASS A : GENERAL ITEMS</u></b></p>				
1.01	A 120/ A 130	Provision for all insurances under the contract.	Provisi onal sum			xxx,xxx.xx
1.02	A 211	Allow for establishment, maintenance and removal at completion of Engineers Office and equipment, as specified in the sub clauses 9.12.13 of conditions of contract.	sum			
1.03	A 271	Night lighting and all associated work. (This item is provided where pipe laying works during night are to be done only.)	month			
1.04	A 271	Traffic diversion and such charges associated with and all measures for the maintenance of traffic flows and access during construction period as directed by the Engineer. (This item is provided where pipe laying as main roads to be done only)	month			
1.05	A 279	Safety of contractor's employees, Engineer's staff (Helmets, Gumboots, dust filters etc.) and site safety barricades including open trench round up with barricades and luminous tape, danger sign boards etc.	sum			
		Total of Page No. 11/46 carried to Summary in Page No. 11/48				

Item No	CESMM3 Code	Description	Unit	Qty.	Rate Rs: Cts:	Amount Rs: Cts:
1.06	A 320	Provision for electricity, water, telephone facilities and security services for Engineer's office.	sum			
1.07	A 380	Provision for keeping the site clean during the construction period and removal debris at the completion to the satisfaction of Engineer.	sum			
1.08	A 420	Provision for providing two sets of hard copy and a soft copy of the as built drawings on the completion of contract.	sum			
1.09	A 420	Allow for Construction Management Services as specified in the Condition of Contract. (Only for specialized services during contract period - See Annex 1 )	provisi onal sum			xxx,xxx.xx
1.10	A 900	Allow for carrying out trial pits in order to determine the underground utilities etc.. ((This item is provided where pipe laying as main roads to be done only)	nr			
1.11	A 900	Provision for cleaning and applying all exposed pipes and specials with two coats of black colour enamel paint after completion of laying.	sum			
1.12	A 900	Provision for price escalation	provisi onal sum			xxx,xxx.xx
		Total of Page No. 11/47 carried to Summary in Page No. 11/48				



### SUMMARY OF BILL NO. 01

<b>Page Number</b>	<b>Amount Rs. Cts.</b>
Page No. 11 - 46  Page No. 11 - 47	
Total of Bill No 1 Carried to Summary in page 11 – 73	

**CONTRACT NO ; .....**  
**SUPPLY AND DELIVERY OF uPVC PIPES, FITTINGS & SPECIALS FOR**  
**..... WATER SUPPLY SCHEME**

**Bill No. 02 - Supply of PVC Pipes, Fittings & Specials**

- Note :**
1. All the uPVC fittings shall be injection moulded type except for bends.
  2. Joint rings shall be of EPDM
  3. Flanges shall be of PN 10 for type PN<sub>T</sub>7 (or equivalent) fittings and PN16 for type PN<sub>T</sub>11 (or equivalent) fittings
  4. For PN<sub>T</sub>7 uPVC Fittings  
If fittings are imported, they shall be of PN 8 as per ISO 1452 and as per the specification
  5. For PN<sub>T</sub>11 uPVC Fittings  
If fittings are imported, they shall be of PN 12.5 as per ISO 1452 and as per the specification
  6. **If DI fittings are offered in lieu of PVC fittings the additional fittings required to join DI to PVC shall be supplied and all the items shall conform to the specifications.**
  7. All rates & prices shall be exclusive of VAT, which should only be shown separately in the summary. As for the Bid evaluation purposes these rates & prices will be considered to be exclusive of VAT.

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
1.	<b><u>uPVC Pressure class of PN<sub>T</sub>.....socket and spigot, 4m long straight pipes with sockets suitable for solvent cemented joints.</u></b> 20 mm		m		
2.	<b><u>uPVC Pressure class of PN<sub>T</sub>.....socket and spigot, 4m long straight pipes with sockets suitable for solvent cemented joints.</u></b> 25 mm		m		
3.	32 mm		m		
4.	40 mm		m		
5.	<b><u>uPVC Pressure class of PN<sub>T</sub>.....socket and spigot 6m long straight pipes with sockets suitable for mechanical joints (excluding joints rings &amp; lubricant).</u></b> 63 mm dia				
6.	90mm dia.		m		
7.	110mm dia.		m		
8.	140mm dia.		m		
9.	160mm dia.		m		
10.	225mm dia.		m		
11.	<b><u>EPDM Joint rings for mechanical jointing of the above pipes (includes 10% extra).</u></b> 90mm dia.		nr		
	Total of page No 11 - 49 carried to Summary in page 11 – 56				

Item No.	Description	Qty	Unit	Rate	Amount
				Rs. Cts.	Rs. Cts.
12.	110mm dia.		nr		
13.	140mm dia.		nr		
14.	160mm dia.		nr		
15.	225mm dia.		nr		
	<b><u>uPVC Pressure class of PN<sub>T</sub>..... socketed bends suitable for solvent cemented joints.</u></b>				
16.	63mm dia. 90 deg.		nr		
17.	63mm dia. 45 deg.		nr		
18.	63mm dia. 22 ½ deg.		nr		
19.	63mm dia. 11 ¼ deg.		nr		
20.	75mm dia. 90 deg.		nr		
21.	75mm dia. 45 deg.		nr		
22.	75mm dia. 22 ½ deg.		nr		
23.	75mm dia. 11 ¼ deg.		nr		
	<b><u>uPVC, Pressure class of PN<sub>T</sub>..... socketed bends suitable for mechanical joints (excluding joint rings &amp; lubricant)</u></b>				
24.	90mm dia. 90 deg.		nr		
25.	90mm dia. 45 deg.		nr		
26.	90mm dia. 22 ½ deg.		nr		
27.	90mm dia. 11 ¼ deg.		nr		
28.	110mm dia. 90 deg.		nr		
29.	110mm dia. 45 deg.		nr		
30.	110mm dia. 22 ½ deg.		nr		
31.	110mm dia. 11 ¼ deg.		nr		
32.	140mm dia. 90 deg.		nr		
	Total of page No. 11-50 carried to Summary in page 11 – 56				

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
33.	140mm dia. 45 deg.		nr		
34.	140mm dia. 22 ½ deg.		nr		
35.	140mm dia. 11 ¼ deg.		nr		
36.	160mm dia. 90 deg.		nr		
37.	160mm dia. 45 deg.		nr		
38.	160mm dia. 22 ½ deg.		nr		
39.	160mm dia. 11 ¼ deg.		nr		
40.	225mm dia. 90 deg.		nr		
41.	225mm dia. 45 deg.		nr		
42.	225mm dia. 22 ½ deg.		nr		
43.	225mm dia. 11 ¼ deg.		nr		
	<b><u>EPDM Joint rings for mechanical jointing of the above bends (includes 10% extra).</u></b>				
44.	90mm dia.		nr		
45.	110mm dia.		nr		
46.	140mm dia.		nr		
47.	160mm dia.		nr		
48.	225mm dia.		nr		
	<b><u>uPVC, Pressure class of PN<sub>T</sub>....., socketed tees suitable for solvent cement joints.</u></b>				
49.	63mm x 63mm dia.		nr		
	<b><u>uPVC Pressure class of PN<sub>T</sub>....., (or class.....if imported), All Socket Tees suitable for mechanical joints (excluding joint rings &amp; lubricant).</u></b>				
50.	90 x 90mm dia.		nr		
	Total of page No. 11 – 51 carried to Summary in page 11 – 56				

Item No.	Description	Qty	Unit	Rate	Amount
				Rs.	Rs.
51.	90 x 63mm dia.		nr		
52.	110 x 110mm dia.		nr		
53.	110 x 90mm dia.		nr		
54.	110 x 63mm dia.		nr		
55.	140 x 140mm dia.		nr		
56.	140 x 110mm dia.		nr		
57.	140 x 90mm dia.		nr		
58.	140 x 63mm dia.		nr		
59.	160 x 160mm dia.		nr		
60.	160 x 110mm dia.		nr		
61.	160 x 90mm dia.		nr		
62.	160 x 63mm dia.		nr		
63.	225 x 225mm dia.		nr		
64.	225 x 160mm dia.		nr		
65.	225 x 110mm dia.		nr		
66.	225 x 90mm dia.		nr		
	<b><u>EPDM Joint rings for mechanical jointing of the above tees (includes 10% extra).</u></b>				
67.	90mm dia.		nr		
68.	110mm dia.		nr		
69.	140mm dia.		nr		
70.	160mm dia.		nr		
71.	225mm dia.		nr		
	Total of page No. 11 – 52 carried to Summary in page 11 – 56				

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
72.	<b><u>uPVC, Pressure class of PN<sub>T</sub>..... (or class..... if imported) Socketed Reducers suitable for mechanical joints (excluding joint rings &amp; lubricant).</u></b> 90 – 63mm dia.		nr		
73.	110 – 90mm dia.		nr		
74.	140 – 110mm dia.		nr		
75.	160 – 110mm dia.		nr		
76.	160 – 90mm dia.		nr		
77.	225 – 160mm dia.		nr		
78.	225 – 110mm dia.		nr		
	<b><u>EPDM Joint rings for mechanical jointing of the above reducers (includes 10% extra).</u></b>				
79.	90mm dia.		nr		
80.	110mm dia.		nr		
81.	140mm dia.		nr		
82.	160mm dia.		nr		
83.	225mm dia.		nr		
	<b><u>uPVC, Pressure class of PN<sub>T</sub>..... (or class ..... if imported), Flanged Sockets with sockets suitable for mechanical joints and flanges comply with BS 4504; 1974, complete with loose flange assembly, gaskets, nuts and bolts.</u></b>				
84.	90mm dia.		nr		
85.	110mm dia.		nr		
86.	140mm dia.		nr		
87.	160mm dia.		nr		
88.	225mm dia.		nr		
	Total of page No. 11– 53 carried to Summary in page 11 – 56				

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b><u>uPVC, Pressure class of PN<sub>T</sub> .....(or class..... if imported), Slip Over Coupling suitable for mechanical joints complete with EPDM or SBR joint rings.</u></b>				
89.	90mm dia.		nr		
90.	110mm dia.		nr		
91.	140mm dia.		nr		
92.	160mm dia.		nr		
93.	225mm dia.		nr		
	<b><u>uPVC end caps suitable for solvent cement joints.</u></b>				
94.	63mm dia.		nr		
95.	75mm dia.		nr		
96.	90mm dia.		nr		
97.	110mm dia.		nr		
98.	140mm dia.		nr		
99.	160mm dia.		nr		
100.	225mm dia.		nr		
	<b><u>uPVC saddle straps (moulded type) with 32mm dia. Branch.</u></b>				
101.	63mm dia.		nr		
102.	75mm dia.		nr		
103.	90mm dia.		nr		
104.	110mm dia.		nr		
105.	140mm dia.		nr		
106.	160mm dia.		nr		
	Total of page No. 11 – 54 carried to Summary In page 11 – 56				

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate Rs. Cts.</b>	<b>Amount Rs. Cts.</b>
107.	225mm dia.		nr		
108.	Lubricant for jointing above pipes and fittings (including 10% extra)		kg		
109.	Black net which protects pipes from sunlight as well as allows passing water through the net as specified in clause 1.7 of the specification.		Item		
110.	Solvent Cement for jointing above pipes and fittings.		Item		
	Total of page No. 11 – 55 carried to Summary in page 11 - 56				



## SUMMARY OF BILL NO. 02

Page Number	Amount Rs. Cts.
Page No. 11 – 49	
Page No. 11 – 50	
Page No. 11 – 51	
Page No. 11 – 52	
Page No. 11 – 53	
Page No. 11 – 54	
Page No. 11 – 55	
Total of Bill No 02 Carried to Summary in Page 11 – 73	

**UPPLY AND DELIVERY OF DI PIPES, FITTINGS, SPECIALS, ACCESSORIES,  
DI/CI VALVES, MANHOLE COVERS AND SURFACE BOXES**  
..... **WATER SUPPLY SCHEME**  
**CONTRACT No. ....**

**BILL No. 03**

- Note:** (1) All spigot and socket pipes shall be of class C 40.  
(2) All flange pipes shall be of class C 40.  
(3) All fittings except tees & crosses shall be of class C 40.  
(4) All tees and crosses shall be of class C 40.  
(5) All flanges shall be PN 16 unless otherwise stated.

Item No.	Description	Qty	Unit	Rate		Amount	
				Rs.	Cts.	Rs.	Cts
	<b><u>CLASS C 40; SPIGOT &amp; SOCKET PIPES</u></b>						
01	<b>Spigot and Socket Straight Pipes (excluding joint rings &amp; lubricant)</b> 250 mm dia.		m				
02	<b>EPDM Joint Rings for above spigot &amp; socket pipes (including 10% extra)</b> 250 mm dia.						
03	Lubricant for above spigot & socket pipes (including 10% extra)		nr				
	<b><u>CLASS C 40; FLANGED PIPES &amp; FITTINGS</u></b>		kg				
	<b>DI Double Flanged Straight Pipes (excluding gaskets, nuts &amp; bolts)</b>						
04	250mm dia.(4000mm long)		m				
05	250mm dia.(1500 mm long)		m				
06	250mm dia.(3000mm long)		m				
	<b>Sets of Nuts and Bolts including two Washers for each nut for above double flanged pipes</b>						
07	250mm dia.(4000mm long)		Sets				
08	250mm dia.(1500 mm long)		Sets				
09	250mm dia.(3000mm long)		Sets				
	Total of page No. 11- 57 carried to Summary in page 11 – 66						

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b>EPDM Gaskets for above double flange pipes</b>				
10	250mm dia.(4000mm long)		nr		
11	250mm dia.(1500 mm long)		nr		
12	250mm dia.(3000mm long)		nr		
	<b>CLASS C 40; FLANGED PIPES &amp; FITTINGS</b>				
	<b>DI Double Flanged Straight Pipes (excluding gaskets, nuts &amp; bolts)</b>				
13	a. 80 mm dia.		m		
14	100 mm dia.		m		
15	150 mm dia.		m		
16	200 mm dia.		m		
17	.....		m		
18	.....				
19	.....				
	<b>Sets of Nuts and Bolts including two Washers for each nut for above double flanged pipes</b>				
20	80 mm dia.		Sets		
21	100 mm dia.		Sets		
22	150 mm dia.		Sets		
23	200 mm dia.		Sets		
24	.....				
25	.....				
26	.....				
	<b>EPDM Gaskets for above double flange pipes</b>				
27	80 mm dia.		nr		
28	100 mm dia.		nr		
29	150 mm dia.		nr		
30	200 mm dia.		nr		
31	.....				
32	.....				
33	.....				
	Total of page No. 11- 58 carried to Summary in page 11 – 66				

Item No.	Description	Qty.	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b>DI Flanged and Plain Ended Straight Pipes (excluding gasket, nuts &amp; bolts)</b>				
34	80 mm dia. (..... mm long)		nr		
35	100 mm dia.(..... mm long)		nr		
36	150 mm dia.(..... mm long)		nr		
37	200 mm dia.(..... mm long)		nr		
38	.....		nr		
	.....				
	.....				
	<b>Sets of Nuts and Bolts including two Washers for each nut for above flanged and plain ended pipes</b>				
39	80 mm dia.		Sets		
40	100 mm dia.		Sets		
41	150 mm dia.		Sets		
42	200 mm dia.		Sets		
43	.....				
44	.....				
45	.....				
	<b>EPDM Gaskets for above flanged and plain ended pipes</b>				
46	80 mm dia.		nr		
47	100 mm dia.		nr		
48	150 mm dia.		nr		
49	200 mm dia.		nr		
50	.....		nr		
51	.....				
52	.....				
	<b>DI Double Socketed Bends (excluding joint rings and lubricant)</b>				
53	80 mm dia. 90 deg.		nr		
54	80 mm dia. 45 deg.		nr		
55	80 mm dia. 22½ deg.		nr		
56	80 mm dia. 11¼ deg.		nr		
57	100 mm dia. 90 deg.		nr		
58	100 mm dia. 45 deg.		nr		
59	100 mm dia. 22½ deg.		nr		
	Total of page No. 11- 59 carried to Summary in page 11 – 66				

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
60	100 mm dia. 11¼ deg.				
61	.....				
62	.....				
	<b>EPDM Joint Rings for above bends (including 10% extra)</b>				
63	80 mm dia.				
64	100 mm dia.				
65	150 mm dia.				
66	200 mm dia.				
67	.....				
68	.....				
69	Lubricant for above bends (including 10% extra)				
	<b>DI Double Flanged Bends (excluding gaskets, nuts &amp; bolts)</b>				
70	80 mm dia. 90 deg.				
71	80 mm dia. 45 deg.				
72	80 mm dia. 22½ deg.				
73	80 mm dia. 11¼ deg.				
74	..... mm dia 90 deg.				
75	..... mm dia. 45 deg.				
76	..... mm dia 22 ½ deg.				
77	..... mm dia. 11 ¼ deg.				
78	..... mm dia ..... deg.				
79	..... mm dia. ....deg.				
80	..... mm dia ..... deg.				
81	..... mm dia. ....deg.				
	<b>Sets of Nuts &amp; Bolts, including two Washers for each nut for above double flanged bends</b>				
82	80 mm dia.				
83	100 mm dia.				
84	150 mm dia.				
85	200 mm dia.				
86	.....				
87	.....				
88	.....				
	Total of page No. 11- 60 carried to Summary in page 11 – 66				

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b>EPDM Gaskets for above bends</b>				
88	80 mm dia.		nr		
89	100 mm dia.		nr		
90	150 mm dia.		nr		
91	200 mm dia.		nr		
92	.....		nr		
93	.....		nr		
94	.....				
	<b>DI All Socket Concentric Tapers complete with EPDM Joint Rings and Lubricant</b>				
95	200 - 80 mm dia.		nr		
96	400 - 100 mm dia.		nr		
97	.....		nr		
98	.....		nr		
99	.....		nr		
100	.....		nr		
	<b>DI All Flanged Concentric Tapers complete with EPDM Gaskets, Nuts &amp; Bolts</b>				
101	200 - 80 mm dia.		nr		
102	400 - 100 mm dia.		nr		
103	.....		nr		
104	.....		nr		
	<b>DI All Flanged Level Invert Tapers complete with EPDM Gaskets, Nuts &amp; Bolts</b>				
105	200 - 80 mm dia.		nr		
106	400 - 100 mm dia.		nr		
107	.....		nr		
108	.....		nr		
	<b>DI Bell mouth complete with EPDM Gaskets, Nuts &amp; Bolts</b>				
109	80 mm dia.		nr		
110	100 mm dia.		nr		
111	150 mm dia.		nr		
112	200 mm dia.		nr		
113	.....		nr		
114	.....		nr		
	Total of page No. 11- 61 carried to Summary in page 11 – 66				

Item No.	Description	Qty	Unit	Rate Rs. Cts.		Amount Rs. Cts.	
	<b>DI All Socketed Duck Foot Bends complete with EPDM Joint Rings and Lubricant</b>						
115	80 mm dia.		nr				
116	100 mm dia.		nr				
117	150 mm dia.		nr				
118	.....		nr				
119	.....		nr				
120	.....						
	<b>DI All Flanged Duck Foot Bends complete with EPDM Gaskets, Nuts &amp; Bolts</b>						
121	80 mm dia.		nr				
122	100 mm dia.		nr				
123	150 mm dia.		nr				
124	.....		nr				
125	.....		nr				
126	.....		nr				
	<b>DI Flange Adaptors complete with Fastners and Sealing Rings</b>						
127	80 mm dia.		nr				
138	100 mm dia.		nr				
139	150 mm dia.		nr				
140	.....		nr				
	<b>DI Couplings complete with Fastners and Sealing Rings</b>						
141	80 mm dia.		nr				
142	100 mm dia.		nr				
143	150 mm dia.		nr				
144	.....		nr				
145	.....		nr				
146	.....		nr				
	Total of page No. 11- 62 carried to Summary in page 11 – 66						

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b>DI Stepped Coupling complete with Sealing Rings and Fastners suitable for connecting DI pipes to CI pipes</b>				
147	100 dia. DI - 200 dia CI		nr		
148	150 dia. DI - 250 dia. CI		nr		
149	.....		nr		
150	.....		nr		
151	.....		nr		
	<b>DI Blank Flange complete with EPDM Gaskets, Nuts &amp; Bolts</b>				
152	50 mm dia.		nr		
153	80 mm dia.		nr		
154	100 mm dia.		nr		
155	.....		nr		
156	.....		nr		
157	.....		nr		
158	.....		nr		
	<b><u>CLASS C 40; TEES</u></b>				
	<b>DI All Socketed Tees complete with EPDM Joint Rings and Lubricant</b>				
159	80 x 100 mm dia.		nr		
160	80 x 150 mm dia.		nr		
161	100 x 150 mm dia.		nr		
162	100 x 200 mm dia.		nr		
163	.....		nr		
164	.....				
165	.....				
	<b>DI All Flanged Tees complete with EPDM Gaskets, Nuts &amp; Bolts</b>				
166	80 x 100 mm dia.		nr		
167	80 x 150 mm dia.		nr		
168	100 x 150 mm dia.		nr		
169	250 x 350 mm dia.		nr		
170	.....		nr		
	.....				
	Total of page No. 11- 63 carried to Summary in page 11 – 66				



Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b>DI All Flanged Reducing Tees complete with EPDM Gaskets, Nuts &amp; Bolts</b>				
172	80 x 100 mm dia.		nr		
173	100 x 150 mm dia.		nr		
174	150 x 200 mm dia.		nr		
175	250 x 350 mm dia.		nr		
176	.....		nr		
177	.....				
	<b>Socketed Tees with Flanged branch complete with EPDM Gaskets, Joint Rings, Nuts &amp; Bolts and Lubricant.</b>				
178	80 x 100 mm dia.		nr		
179	80 x 150 mm dia.		nr		
180	100 x 150 mm dia.		nr		
181	100 x 200 mm dia.		nr		
182	.....		nr		
183	.....				
	<b>DI All Flanged Level Invert Tees complete with EPDM Gaskets, Nuts and Bolts</b>				
184	80 x 100 mm dia.		nr		
185	80 x 150 mm dia.		nr		
186	100 x 150 mm dia		nr		
187	.....		nr		
188	.....				
	<b>DI Level Invert Socketed Tees with Flanged branch complete with EPDM Gaskets, Joint Rings, Nuts and Bolts and Lubricants.</b>				
189	80 x 100 mm dia.		nr		
190	80 x 150 mm dia.		nr		
191	100 x 150 mm dia.		nr		
192	.....				
193	.....				
	<b>Total of page No. 11- 64 carried to Summary in page 11 – 66</b>				

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b>Class D, DI Manhole Cover complete with Frame with clear opening</b>				
194	..... mm dia.		nr		
195	..... mm dia.		nr		
196	..... mm dia.		nr		
	<b>Class D, DI Surface Box with clear opening</b>				
197	..... mm x .....mm		nr		
198	..... mm x ..... mm		nr		
	<b>A sufficient quantity of profiling mastic material, tape and primer compound for protecting all flanged joints and couplings described in Bill No. 01 (Catalogue or printed literature to be furnished with the offer to justify the quality and quantity of the product. A sample should be provided with the offer. Tape overlap shall be 55%.</b>				
	<b>(No of quantity calculation sheet for each dia. Joint shall be submitted)</b>				
199	80 mm dia. (..... No. of joints)		Lump sum		
200	100 mm dia. (.....No. of joints)		Lump sum		
201	150 mm dia. (.....No. of joints)		Lump sum		
202	..... (.....No. of joints)				
	Width of tape provided .....				
	Length of tape provided .....				
	Total of page No. 11- 65 carried to Summary in page 11 – 66				

**SUMMARY OF BILL NO. 03**

<b>Page Number</b>	<b>Amount Rs. Cts.</b>
Total of Page No. 11 – 57	
Total of Page No. 11 – 58	
Total of Page No. 11 – 59	
Total of Page No. 11 – 60	
Total of Page No. 11 – 61	
Total of Page No. 11 – 62	
Total of Page No. 11 – 63	
Total of Page No. 11 – 64	
Total of Page No. 11 – 65	
Incidental allowance and Combined Allowances for Pre- shipment Inspection for two Engineers by Employer as per Clause No.21.3 of Conditions of Contract. No.of Pre-shipment inspection ..... (to be filled by the bidder).	
Cost of Inspection and Testing by Independent Agency as per the Conditions of Contract.	
Summary of Bill No. 03 Carried to the Page No. 11- 73	

Name of the Inspection Authority :

.....  
 .....  
 .....  
 .....

**SUPPLY AND DELIVERY OF DI PIPES, FITTINGS, SPECIALS, ACCESSORIES,  
DI/CI VALVES, MANHOLE COVERS AND SURFACE BOXES**

..... **WATER SUPPLY SCHEME**  
**CONTRACT No. ....**

**Bill No. 04 - Supply of DI/CI Valves, Accessories, Manhole Covers & Surface Boxes**

- Note: 1. All Valves shall be suitable for operation with a Valve Key unless otherwise stated.  
2. All Flanges shall be of PN 16

Item No.	Description	Qty.	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b>VALVES</b> <b>Sluice Valves</b>  <b>CI/DI Double Flanged Sluice Valves suitable for Valve Key operation, complete with Gaskets and Nuts &amp; Bolts.</b>				
01	80 mm dia. (depth of installation is ... m below Ground level . and maximum unbalanced pressure is .... bars)		nr		
02	100 mm dia. (depth of installation is ... m below Ground level . and maximum unbalanced pressure is .... bars )		nr		
03	150 mm dia (depth of installation is ... m below Ground level and maximum unbalanced pressure is .... bars)		nr		
04	DI Double Flanged Sluice Valves suitable for Valve Key Operation 200 mm dia. (depth of installation is ... m below Ground level and maximum unbalanced pressure is .... bars)		nr		
05	250 mm dia. (depth of installation is ... m below Ground level and maximum unbalanced pressure is .... bars)		nr		
06	300 mm dia. (depth of installation is ... m below Ground level . and maximum unbalanced pressure is .... bars)		nr		
07	..... mm dia. (depth of installation is ... m below Ground level . and maximum unbalanced pressure is .... bars)		nr		
	Total of page No. 11 - 67 carried to Summary in page 11 – 70				

Item No.	Description	Qty.	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<b>AIR VALVES</b>				
08	25 mm dia. Single Orifice Screw Down type Air Valve with Isolating Cock.		nr		
	<b>25 mm dia. Single Orifice Flanged type Air Valve complete with Isolating Cock, Gaskets, Nuts &amp; Bolts to suit branch dia;</b>				
09	80 mm branch dia.		nr		
10	100 mm branch dia.		nr		
	Double Orifice Flanged type Air Valve complete with Double Flanged Isolating Gate Valve (key operated), Gaskets, Nuts & Bolts to suit branch dia				
11	80 mm branch dia.		nr		
12	100 mm branch dia.		nr		
	Fire Hydrant Assemblies Screw Down (Type 2: BS 750) for DI Pipes				
13	80 mm dia		nr		
14	100 mm dia		nr		
15	.....		nr		
16	.....		nr		
	Total of page No. 11 – 68 carried to Summary in page 11 – 45				

Item No.	Description	Qty	Unit	Rate Rs. Cts.	Amount Rs. Cts.
	<p><b>A sufficient quantity of profiling mastic material, tape and primer compound for protecting all flanged joints and couplings described in Bill No. 01 (Catalogue or printed literature to be furnished with the offer to justify the quality and quantity of the product. A sample should be provided with the offer. Tape overlap shall be 55%.</b></p> <p><b>(No of quantity calculation sheet for each dia. Joint shall be submitted)</b></p>				
26	80 mm dia. (..... No. of joints)		nr		
27					
28	100 mm dia. (.....No. of joints)		nr		
29					
30	150 mm dia. (.....No. of joints)		nr		
31	..... (.....No. of joints)		nr		
32	..... (..... No. of joints)		nr		
33	Width of tape provided .....				
34	Length of tape provided .....				
	Total of page No. 11 – 69 carried to Summary in page 11 – 70				

**SUMMARY OF BILL NO. 04**

Page Number	Amount	
	Rs.	Cts.
Total of Page No. 11 - 67		
Total of Page No. 11 - 68		
Total of Page No. 11 - 69		
Incidental allowance and Combined Allowances for Pre- shipment Inspection for two Engineers by Employer as per Clause No.21.3 of Conditions of Contract. No.of Pre-shipment inspection ..... (to be filled by the bidder).		
Cost of Inspection and Testing by Independent Agency as per the Conditions of Contract.		
Summary of Bill No. 04 Carried to the Page No. 11 – 73		

Name of the Inspection Agency : .....

.....

**SUPPLY & DELIVERY OF POLYETHYLENE (PE)  
PIPES, FITTINGS, SPECIALS AND ACCESSORIES  
FOR .....WATER SUPPLY SCHEME**

**CONTRACT NO.:** .....

**BILL NO. 05**

- Note :** 1. PE Pipes & fittings shall be in blue colour  
2. PE Pipes & fittings shall be manufactured in vergin materials in blue colour

<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate Rs. Cts.</b>	<b>Amount Rs. Cts.</b>
1.	<b><u>PE 100, SDR 17 PE PIPES (12 m LONG STRAIGHT LENGTHS) SUITABLE FOR BUTT FUSION WELDING JOINTS</u></b> 450 mm dia.		m		
2.	<b><u>PE 100, SDR 17 PE INJECTION MOULDED OR FABRICATED BENDS, SUITABLE FOR BUTT FUSION WELDING JOINTS</u></b> 450 mm dia. 11 ¼ deg.		nr		
3.	450 mm dia. 22 ½ deg.		nr		
4.	450 mm dia. 45 deg.		nr		
5.	450 mm dia. 90 deg.		nr		
6.	<b><u>PE 100, SDR 17 PE SLIM/STUB FLANGE ASSEMBLY COMPRISING WITH SLIM/STUB FLANGE, GALVANIZED MILD STEEL BACKING RING, GASKETTES AND NUT &amp; BOLTS TO CONNECT 400mm PN16 DUCTILE IRON FLANGE</u></b> 450 mm x 400mm PN16		nr		
7.	<b><u>STAINLESS STEEL PIPE COUPLINGS COMPRISING WITH STAINLESS STEEL INSERTS, EPDM/SBR RUBBER RINGS, NUTS &amp; BOLTS TO SUIT PE100, SDR17, PE PIPES</u></b> For 450mm dia PE pipes		nr		
	Total of Page No. 11/71 Carried to Summary in Page No. 11/72				



**Summary of Bill No. 05**

<b>Page Number</b>	<b>Amount Rs. Cts.</b>
Page No.11/71	
Incidental allowance and Combined Allowances for Pre- shipment Inspection for two Engineers by Employer as per Clause No.21.3 of Conditions of Contract.  No.of Pre-shipment inspection ..... (to be filled by the bidder).	
Cost of Inspection and Testing by Independent Agency as per the Conditions of Contract.	
Summary of Bill No. 05 Carried to the Page No. 11 – 73	

Name of the Inspection Authority :

.....  
 .....  
 .....  
 .....

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**CONTRACT FOR .....**

**..... WATER SUPPLY/SEWERAGE SCHEME**

**CONTRACT NO: .....**

**SUMMARY OF BILLS**

Bill No.	From page No.	Description	Amount	
			Rs.	Cts.
01		General	.....	.....
02		PVC Pipes, Fittings & Specials	.....	.....
03		DI Pipes, Fittings, Specials, Accessories	.....	.....
04		DI/CI Valves, Accessories, Manhole Covers & Surface Boxes	.....	.....
05		PE Pipes, Fittings, Specials and Accessories	.....	.....
		Sub Total (1)		
		Less Discount (if any)		
		Sub Total (2)		
		Add Contingencies 10%		
		<b>Total of Bid carried to Form of Bid (excluding VAT) in page 4-1</b>		

VAT Registration Number : .....

(A copy of the VAT registration certificate shall be annexed.)

Note :- The NWSDB VAT Registration No :- 4090 31820 7000.

## **12. STANDARD FORMS**

- **BID SECURITY**
- **LETTER OF ACCEPTANCE**
- **AGREEMENT**
- **PERFORMANCE SECURITY**
- **ADVANCE PAYMENT SECURITY**
- **RETENTION MONEY GUARANTEE**

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF CITY PLANNING AND WATER SUPPLY  
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**BID FOR .....**  
**CONTRACT NO.: .....**

**FORM OF BID SECURITY**

-----  
-----  
*[insert issuing agency's name, and address of issuing branch or office]*

**Beneficiary:** The Chairman, National Water Supply & Drainage Board,  
Galle Road, Ratmalana, Sri Lanka

**Date:** ----- *[insert (by issuing agency) date]*

**BID SECURITY No.:** ----- *[insert (by issuing agency) number]*

We have been informed that -----  
*[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated -----  
*[ date]* (hereinafter called "the Bid") for the execution of .....  
.....*[insert name of Contract]* under Contract No. -----

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Security.

At the request of the Bidder, we ----- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures]* -----  
----- *[insert 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:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Security shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) the successful bidder furnishing the performance security, otherwise it will remain in force up to ----- *(insert date)*

Consequently, any demand for payment under this Security must be received by us at the office on or before that date.

-----  
*[signature(s) of authorized representative(s) ]*

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF CITY PLANNING AND WATER SUPPLY  
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**BID FOR .....**  
**CONTRACT NO.: .....**

**LETTER OF ACCEPTANCE**  
*[Letter heading paper of the Employer]*

..... *[Date]*

To: .....

*[Name of the Contractor]*

.....

*[Address of the Contractor]*

This is to notify you that your bid dated .....*[insert date]* for construction and remedying defects of the .....*[name of the Contract and Contract number]* for the Contractor price of.....  
..... *[amount in figures and words, if multiple currencies are involved, indicate amounts under each currency separated by the word "and" between them]* as corrected in accordance with Instructions to Bidders and/or modified by a Memorandum of Understanding, is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The commencement date shall be : .....*(fill the date as per Conditions of Contract)*.

Contract Period is ..... days from the commencement date.  
Liquidated Damages shall be Rs. .... /day up to the limit of 10% of the contract price.

The Amount of Performance Security is : .....  
The Performance Security shall be submitted on or before .....*(fill the date as per Conditions of Contract)*. Failing to submit the performance guarantee will be a breach of contract and actions shall be taken as per clause 17 of the Instruction to Bidders.

Please acknowledge the receipt of this letter by return fax and make arrangements to sign the agreement by prior appointment with the Asst. General Manager (Tenders & Contracts) within .... days.

Please contact PD/DGM ( )/AGM ( ), Engineer's Representative of this tender, whose telephone number is ..... for further action on this contract.

.....  
General Manager  
National Water Supply & Drainage Board

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF CITY PLANNING AND WATER SUPPLY**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**BID FOR .....**

**CONTRACT No.: .....**

**AGREEMENT**

This AGREEMENT, is made and entered into on this .....day of..... Two Thousand and .....by and between National Water Supply and Drainage Board, a corporate body duly established under the provisions of the National Water Supply and Drainage Board Act No.2 of 1974 and having its Head Office at Ratmalana in Sri Lanka (hereinafter called “the Employer”) or “the Board”) of the one part and Messrs ..... (Hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desires that the Contractor execute ....., .....[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The documents forming the Contract shall be interpreted in the following order of priority:
  - (1) Agreement,
  - (2) Letter of Acceptance,
  - (3) Memorandum of understanding (if any)
  - (4) Contractor’s Bid,
  - (5) Contract Data,
  - (6) Conditions of Contract,
  - (7) Specifications,
  - (8) Drawings,
  - (9) Bills of Quantities,
  - (10) Any other document listed in the Contract Data as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year aforementioned in accordance with the laws of Sri Lanka.

Signed by the said ..... Chairman, National Water Supply and Drainage Board and ..... Board Member of the National Water Supply and Drainage Board at ..... on the ..... day of ..... Two Thousand and ..... in the presence of the following Witnesses..

Chairman .....

Board Member .....

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

### Witnesses

1.	Signature .....	2.	Signature : .....
	Name : .....		Name : .....
	Address : .....		Address : .....
	.....		.....
	.....		.....

For and on behalf of the Contractor : signed by the said .....in the capacity of ..... and/or duly authorized to sign this contract agreement for and on behalf of ..... (Block Letters)

### Witnesses

1.	Signature .....	2.	Signature : .....
	Name : .....		Name : .....
	Address : .....		Address : .....
	.....		.....
	.....		.....

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF CITY PLANNING AND WATER SUPPLY  
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**BID FOR .....**  
**CONTRACT NO.: .....**

**PERFORMANCE SECURITY  
(Unconditional)**

.....  
*[Issuing Agency's Name and address of Issuing Branch or Office]*

**Beneficiary :** .....  
*[Name and Address of Employer]*

**Date :** .....

**PERFORMANCE SECURITY NO.:** .....

We have been informed that .....  
*[Name of Contractor] (hereafter called "the Contractor")* has entered into Contract No. ....  
.....*[reference number of the contract]* dated .....with  
you, for the .....*[insert*  
*"Construction"]* 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 security is required.

At the request of the Contractor, we .....  
*[name of Agency]* 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 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 security shall expire, no later than the ..... day of ..... 20..... *[insert date, 28 days beyond the Intended Completion Date]* and any demand for payment under it must be received by us at this office on or before that date.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

.....  
[Signature(s)] of the Guarantor

.....  
Seal

Capacity .....



**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF CITY PLANNING AND WATER SUPPLY  
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**BID FOR .....**  
**CONTRACT NO.: .....**

**FORM OF ADVANCE PAYMENT SECURITY**

.....  
.....[Name and address of Agency, and Address of Issuing Branch or Office]

Beneficiary : .....  
.....[Name and Address of Employer]

Date : .....

ADVANCE PAYMENT SECURITY No.: .....

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum .....[amount in figures] ..... ) [amount in words] is to be made against an advance payment security.

At the request of the Contractor, we ..... [name of issuing agency] 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 Contractor is in breach of its obligation in repayment of the Advance payment under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The maximum amount of this security shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

This guarantee shall be remain valid and in full effect from the date of the advance payment under the contract until National Water Supply and Drainage Board, receives full repayment of the same amount from the Contractor.

Consequently, any demand for payment under this security must be received by us at this office on or before that date.

.....  
[Signature(s)] of the Guarantor

.....  
Seal

Capacity .....

Witness           Signature .....

                    Name & Address .....

                    Capacity .....

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF CITY PLANNING AND WATER SUPPLY  
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**BID FOR .....**  
**CONTRACT NO.: .....**

**FORM OF RETENTION MONEY GUARANTEE**

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

**Beneficiary :** .....  
.....*[Name and Address of Employer]*

**Date :** .....

**RETENTION MONEY GUARANTEE No.:** .....

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

Furthermore, we understand that, according to the Conditions of the Contract, when the works have been taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

At the request of the Contractor, we .....  
*[name of agency]* 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 Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest, .....*[insert 28 Days after the end of the Defects Liability Period]*. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....  
[Signature(s)]

## **13. APPENDICES**

**APPENDIX 1 A - DETAILS OF ONGOING WORKS FOR LAST FIVE YEARS**

Year	Name and Address of Employer	Name and details of Contract	Contract Price	Contract Period	Date of award	Current progress		Annual value of work done Rs.	% Time lapsed from date of commencement	Remarks
						Physical %	Financial (Rs.)			
<b>Contracts under NWS&amp;DB</b>										
<b>Contracts with Other Organizations</b>										

**Note : Contractor shall submit awarding letters and relevant certificates from clients for on going works for the proof of above furnished details.**

**Separate sheets for each year shall be used.**

**APPENDIX 1 B - DETAILS OF SIMILAR WORKS COMPLETED WITHIN THE LAST FIVE YEARS**

Year	Name and Address of Employer	Name and details of Contract	Main or sub contractor	Contract value	Contract Period	Date of award	Annual value of work done Rs.	Complete date		Reasons for delay
								original	actual	
<b>Contracts under NWS&amp;DB</b>										
<b>Contracts with Other Organizations</b>										

**Note : Contractor shall submit completion certificates for completed works and awarding letters for the proof of above furnished details.**

**Separate sheets for each year shall be used.**

**APPENDIX 1 C - DETAILS OF OTHER WORKS (EXCLUDING SIMILAR WORKS) COMPLETED WITHIN THE LAST FIVE YEARS**

Year	Name and Address of Employer	Name and details of Contract	Main or sub contractor	Contract value	Contract Period	Date of award	Annual value of work done Rs.	Complete date		Reasons for delay
								original	actual	
<b>Contracts under NWS&amp;DB</b>										
<b>Contracts with Other Organizations</b>										

**Note : Contractor shall submit completion certificates for completed works and awarding letters for the proof of above furnished details.**

**Separate sheets for each year shall be used.**

**APPENDIX 2 - DETAILS OF KEY TECHNICAL STAFF & CONSTRUCTION  
MANAGEMENT SERVICES**

**Note:**

1. In case of Engineers and Technical officers Bio-data should be submitted.

Item	Category	Name and Qualifications	Experience in years	No. proposed	
				By NWSDB	By Contractor
1.	Engineers / Site Manager				
2.	Technical Officers				
3.	Any Other services required by the contractor for the contract  1. Specialist Services 2. 3. 4.				



**APPENDIX 2A – TIME SCHEDULE FOR KEY STAFF**

Name	Position	Activities	Months (in the form of a Bar Chart)															Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			

Full-time: \_\_\_\_\_

Part-time: .....

**APPENDIX 3 - SCHEDULE OF CONTRACTOR'S EQUIPMENT PROPOSED  
FOR PIPE LAYING**

**Note:**

- The categories indicated below are only the minimum requirement proposed by NWSDB for information. The Bidder should declare the actual plant and equipment that he proposes to use for the execution of the works. These plant and equipment should be in usage for not more than five years after their first purchase/use.

<b>Item</b>	<b>Description</b>	<b>Minimum No. Proposed by NWSDB</b>	<b>Minimum No. Provide by the contractor</b>	<b>Minimum Period Proposed</b>	<b>Remarks (hired/own)</b>
1.	Excavator/ Loader 1-2 m <sup>3</sup>	01			
2.	Hand Rammers	01			
3.	Soil Compactor – Mechanical ½ ton	01			
4.	Hand Roller 2 – 3 ton	01			
5	Dumper minimum capacity 1 m <sup>3</sup>	01			
6.	Concrete mixer complete with scales etc. 0.25 – 0.5 m <sup>3</sup>	01			
7	Concrete vibrator 38mm dia.	02			
8.	Portable Air compressor complete with hose and pneumatic tools minimum capacity 2.83 m <sup>3</sup> (100 cu.ft) per minute and pressure 70 kg/cm <sup>2</sup> (100 psi)	01			
9.	Mobile crane up to 5 ton	01			
10.	Portable welding set 500 A capacity complete with welding accessories.	02			
11.	Generating Set up to 4 kw	01			
12.	Bitumen sprayer up to 6 ton	01			
13	Water Tanker 4 – 6 m <sup>3</sup>	01			

<b>Item</b>	<b>Description</b>	<b>Minimum No. Proposed by NWSDB</b>	<b>Minimum No. Provide by the contractor</b>	<b>Minimum Period Proposed</b>	<b>Remarks (hired/own)</b>	
14	Water Pump (complete with hoses etc.) 100 ft <sup>3</sup> /min	<i>(specify the No of pumps)</i>				
15	Rubber Roller up to 5 ton					
16	Truck with Tipper 3 – 8 ton					
17.	Barbending Equipment.					
18.	Engineer's Level					
19.	Theodolite.					
20.	Shoring					Sufficient quantity 02
21.	Pressure testing equipment					
22.	Asphalt Cutter					

Note:

1. The Bidder shall submit a documentary evidence for machinery to be hired/lease for the contract.
2. *This is a typical format and has to be amended to suit the requirement of the contract by the user department.*

**APPENDIX 3 A - SCHEDULE OF CONTRACTOR'S EQUIPMENT PROPOSED  
FOR CIVIL CONSTRUCTION**

**Note:**

- The categories indicated below are only the minimum requirement proposed by NWSDB for information. The Bidder should declare the actual plant and equipment that he proposes to use for the execution of the works. These plant and equipment should be in usage for not more than five years after their first purchase/use.

<b>Item</b>	<b>Description</b>	<b>Minimum No. Proposed by NWSDB</b>	<b>Minimum No. Provide by the contractor</b>	<b>Minimum Period Proposed</b>	<b>Remarks (hired/own)</b>
1.	Excavator/ Loader 1-2 m <sup>3</sup>	02			
2.	Hand Rammers	01			
3.	Soil Compactor – Mechanical ½ ton	01			
4.	Hand Roller 2 – 3 ton	01			
5	Dumper minimum capacity 1 m <sup>3</sup>	01			
6	Steel Wheel Roller up to 4 ton				
7.	Concrete mixer complete with scales up to 0.25	01			
8	Concrete mixer complete with scales etc 0.25 - 0.5 m <sup>3</sup>	01			
9	Concrete mixer complete with scales over 0.5 m <sup>3</sup>	02			
10	Concrete vibrator 38mm dia.	06			
11	Portable Air compressor complete with hose and pneumatic tools minimum capacity 2.83 m <sup>3</sup> (100 cu.ft) per minute and pressure 70 kg/cm <sup>2</sup> (100 psi)	01			
12	Mobile crane up to 2 ton	01			
13	Mobile crane up to 5 ton	01			
14	Lorry / Truck 5 ton capacity	01			

Item	Description	Minimum No. Proposed by NWSDB	Minimum No. Provide by the contractor	Minimum Period Proposed	Remarks (hired/own)
15	Portable welding set 500 A capacity complete with welding accessories.	02			
16	Generating Set up to 4 kw	02			
17.	Bitumen sprayer up to 6 ton	01			
18	Road Roller 6 –10 ton	01			
19	Water Tanker 4 – 6 m <sup>3</sup>	01			
20	Water Pump (complete with hoses etc.) 100 ft <sup>3</sup> /min	Sufficient number			
21	Rubber Roller up to 5 ton	01			
22	Pneumatic Roller 10 ton	01			
23	Truck with Tipper 3 – 8 ton	01			
24.	Barbending Equipment.	01			
25	Engineer's Level	01			
26.	Theodolite.	01			
27	Welding Plant 1m x 1m x 1 m scaffolding units with diagonal ties, bends, base plates, connecting couplings, clamps etc. made of 48 mm dia . DI tubes or scaffolding units equivalent to above				
28	Shoring	Sufficient quantity			

Note:

1. The Bidder shall submit a documentary evidence for machinery to be hired/lease for the contract
2. *This is a typical format and has to be amended to suit the requirement of the contract by the user department*

## APPENDIX 4 - FINANCIAL STATEMENT

Summary of assets and liabilities based on the audited financial statements for the last three financial years (Current statement may be unaudited) together with the Financial Performance as indicated in the following schedule shall be submitted.

If the business has not been in operation for three years following schedule shall be submitted for the period that the business has been in operation together with the aforesaid financial statements.

Bidders whose financial capability is marginally less to undertake this bid may show credit facilities available to them from a Banks.

### Financial performance for the last 3 years

Year	XXXX	XXXX	XXXX
Turnover from Contracting			
Fixed Assets (FA)			
Current Assets (CA)			
Current Liabilities (CL)			
Long Term Liabilities (LL)			
Net Worth = Total Assets – Total Liabilities			
Current Ratio = $\frac{\text{Current Assets}}{\text{Current Liability}}$			
Liquidity Ratio = $\frac{\text{Current Assets(except stock)}}{\text{Current Liability}}$			
Gearing Ratio = $\frac{\text{Debt Capital} \times 100}{\text{Total Capital Employed}}$			
$\frac{\text{Turnover}}{\text{Total Operating Assets}} \times 100$			
$\frac{\text{Net Profit}}{\text{Total Assets}} \times 100$			

**Note: Above details shall be supported with Audited Financial Statements.**

**APPENDIX 4A – REVOLVING CREDIT LINE FACILITY**

Date : .....

Name of Bidder : .....

Details of Commercial Banks providing revolving line of credit facilities.

<b>Name of the Bank</b>	<b>Amount of Credit Line (Rs.ML)</b>	<b>Address</b>	<b>Contact Telephone No.</b>	<b>Contact Name and Title</b>

**Note : Attach original letters issued from commercial banks addressed to the NWSDB, confirming the revolving line of credit facilities given to the Bidder.**

**If prequalification is done, bidders are required to include information subsequent to that submitted with the prequalification application**

.....  
Signature of Bidder/Authorized Representative

Company Seal :

**APPENDIX 4B - AUTHORIZATION TO OBTAIN REFERENCES FROM BANKERS.**

**BIDDER SHALL FILL THIS FORM AND PROVIDE WITH THE BID**

..... *[Bidder's Name]*  
.....*[Address]*  
.....  
.....

Manager ..... *[Name of Bank]*  
.....*[Address]*  
.....  
.....

Dear Sir,

I hereby Authorize the National Water Supply & Drainage Board, on behalf of the Procurement Committee, to seek references of Bank details in order to evaluate the financial statues of our company M/s .....  
.....*[Contract Name]* in connections with the ..... *[Contract Number]* bid, submitted by us.

Yours faithfully,

.....  
.....  
Authorized officer of the Bidder.

Note : If there are more than one bank given in the Appendix 4A, separate letters should be submitted for each Bank.



**APPENDIX 5 - WORK PROGRAMME PROPOSED BY THE CONTRACTOR**

Scheme : (To be filled the design Engineer)

Contract No : (To be filled the design Engineer)

Contractor :

Construction Activity	Programme (Months) <i>(1<sup>st</sup>, 2<sup>nd</sup>, etc are months from the start date)</i>							
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>
<i>Design Engineer should provide major components of the scheme.</i>								

Note : Contractor shall submit the predicted cash flow based on the work programme.

**APPENDIX 6 - BIDDER'S AUTHORIZATION TO SIGN THE CONTRACT**

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

Date : *[insert date (as day, month and year) of Bid Submission]*  
No. : *[insert contract number]*

Chairman,  
National Water Supply & Drainage Board,  
Galle Road,  
Ratmalana, Sri Lanka.

**For ..... of Water Supply Scheme**  
**Contract No. ....**

We .....*[insert complete name of the Bidder]*, who  
.....*[insert full address of Bidder]*, do hereby authorize  
..... *[insert complete name of Bidders authorize officer who signs the contract]* to submit a bid on behalf of our company and to subsequently negotiate and sign the Contract.

Specimen Signature of the Authorized officer to sign the Contract.....  
.....

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

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

Title : ..... *[insert title]*

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

This is to certify that the seal and signatures of legal representative and authorized person affixed to power of attorney attached hereto are found to be authentic.

.....  
Signature of Attorney at Law

.....  
Seal of Attorney at Law

In the place of (..... address)  
Date .....

**APPENDIX 7 - GUARANTEE FOR DI PIPES, FITTINGS AND RUBBER RINGS**

[Address of the Manufacturer]  
 .....  
 .....  
 .....  
 .....

Chairman,  
 National Water Supply & Drainage Board,  
 Galle Road,  
 Ratmalana, Sri Lanka.

**For ..... of Water Supply Scheme**  
**Contract No. ....**

We ,.....  
 .....  
 .....(Name & Address of the Pipe Manufacturer) Manufacturer of DI  
 pipes ,hereby guarantee that,

- 1 DI pipes, fittings and rubber rings supplied under the contract shall fit properly and adequately to ensure leak proof pipeline installations under all working conditions.
2. We will unconditionally undertake to replace any material rejected by the Engineer within the time period as agreed with the Engineer during implementation stage at no additional cost to NWSDB ensuring the timely implementation of the project.
3. We will unconditionally undertake that the Nominated Inspection Agency issues a certificate ensuring that DI pipes, fittings and rubber rings inspected shall fit properly and adequately to ensure leak proof pipeline installations under all working conditions upon shipment.

.....  
 Signature of the Authorised  
 Officer on behalf of the  
 Pipe manufacturer

Name : .....  
 Capacity : .....

Witness:

- |   |           |   |       |
|---|-----------|---|-------|
| 1 | Signature | : | ..... |
|   | Name      | : | ..... |
|   | Capacity  | : | ..... |
|   | Address   | : | ..... |
|   |           |   |       |
| 2 | Signature | : | ..... |
|   | Name      | : | ..... |
|   | Capacity  | : | ..... |
|   | Address   | : | ..... |

**APPENDIX 7A - GUARANTEE FOR PE PIPES, FITTINGS AND RUBBER RINGS**

[Address of the Manufacturer]

.....  
.....  
.....  
.....

Chairman,  
National Water Supply & Drainage Board,  
Galle Road,  
Ratmalana, Sri Lanka.

**Supply & Delivery of PE Pipes, Fittings, Specials & Accessories for  
..... Water Supply Scheme**

**Contract No.** .....

We, .....  
.....  
.....(Name & Address of the Pipe Manufacturer ) Manufacturer of PE  
pipes ,hereby guarantee that,

- 1 PE pipes, fittings and rubber rings supplied under the contract shall fit properly and adequately to ensure leak proof pipeline installations under all working conditions.
2. We will unconditionally undertake to replace any material rejected by the Engineer within the time period as agreed with the Engineer during implementation stage at no additional cost to NWSDB ensuring the timely implementation of the project.
3. We will unconditionally undertake that the Nominated Inspection Agency issues a certificate ensuring that PE pipes, fittings and rubber rings inspected shall fit properly and adequately to ensure leak proof pipeline installations under all working conditions upon shipment.

.....  
Signature of the Authorised  
Officer on behalf of the  
Pipe manufacturer

Name : .....  
Capacity: .....

Witness:

- |   |           |   |       |
|---|-----------|---|-------|
| 1 | Signature | : | ..... |
|   | Name      | : | ..... |
|   | Capacity  | : | ..... |
|   | Address   | : | ..... |
| 2 | Signature | : | ..... |
|   | Name      | : | ..... |
|   | Capacity  | : | ..... |
|   | Address   | : | ..... |

**APPENDIX 8 - CONFIRMATION OF CAPABILITY OF PRODUCTION AND  
SUPPLY ACCORDING TO DELIVERY SCHEDULE.**

[Address of the Manufacturer]

.....  
.....  
.....

Chairman,  
National Water Supply & Drainage Board,  
Galle Road,  
Ratmalana, Sri Lanka.

**For ..... of Water Supply Scheme  
Contract No. ....**

We, .....[*name of manufacturer*] of  
.....  
.....[*address of  
manufacturer*]confirm that we have sufficient production capacity to produce the quantity of DI  
Pipes, Fittings and Specials submitted in our bid and shall deliver them according to the delivery  
schedule indicated in the bid.

.....  
Authorised Officer of the Manufacturer.

.....  
Seal of the Company.

Name :.....

**APPENDIX 9 - MANUFACTURER'S AUTHORIZATION TO SIGN THE CONTRACT**

[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 letter head 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].

Date : *[insert date (as day, month and year) of Bid Submission]*

No. : *[insert contract number]*

To : Chairman,  
National Water Supply and Drainage Board,  
Galle Road, Ratmalana, Sri Lanka.

**For ..... of Water Supply Scheme  
Contract No. ....**

We .....*[insert complete name of Manufacturer]*, who are official manufacturers of DI Pipes, Fittings, Specials, Accessories, DI/CI Valves, Manhole Covers and Surface Boxes, 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 DI Pipes, Fittings, Specials, Accessories, DI/CI Valves, Manhole Covers and Surface Boxes ,manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General 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 Contract on behalf of : .....*[insert complete name of Manufacturer]*

Dated on ..... day of .....*[insert date of signing]*.

**APPENDIX 10 - MANUFACTURER'S AWARENESS OF THE TOR FOR INDEPENDENT INSPECTION AGENCY AND PRE-SHIPMENT INSPECTION BY NWSDB ENGINEERS**

[Address of the Manufacturer]

.....  
.....  
.....

Chairman,  
National Water Supply & Drainage Board,  
Galle Road,  
Ratmalana, Sri Lanka.

**For ..... of Water Supply Scheme  
Contract No. ....**

We, .....[*name of manufacturer*] of  
.....  
.....[*address of manufacturer*]confirm  
that we have noticed that

- a) Appendix 12 – TOR for Independent Inspection Agency
- b) Clause 21.3 of Contract Data in Volume II

.....  
Authorised Officer of the Manufacturer.

.....  
Seal of the Company.

Name :.....

**APPENDIX 11 - MANUFACTURER'S WARRANTY FOR THE GOODS SUPPLIED UNDER THE CONTRACT**

[Address of the Manufacturer]

.....  
.....

Chairman,  
National Water Supply & Drainage Board,  
Galle Road,  
Ratmalana, Sri Lanka.

**For ..... of Water Supply Scheme  
Contract No. ....**

We, .....[*name of manufacturer*] of  
.....  
.....[*address of manufacturer*] warrant that the goods  
supplied under this contract are new, unused, of the most recent or current models and have  
incorporated all recent improvements, and no defects arising out of the design, material or  
workmanship from any act that may be develop under normal use of the supplied goods.

If there is any defects during the warranty period specified in the clause 21.7 of the General  
Conditions of Contract, we shall attend to repair or replace the defective goods with all reasonable  
speed without any cost to the Purchaser.

.....

Authorised Officer of the Manufacturer.

.....

Seal of the Company.

Name :.....

Date :.....

In the capacity of .....

This is to certify that the seal and signatures of authorized officer of the manufacturer affixed to  
Manufacturer's warranty, are found to be authentic.

.....  
Signature of Attorney at Law

.....  
Seal of Attorney at Law

In the place of (..... address)  
Date .....



**APPENDIX 12 - TOR FOR INDEPENDENT INSPECTION AGENCY****DI Pipes & Fittings**

<b>Activity</b>	<b>Test Performed</b>	<b>Results</b>	<b>Acceptability as per Specification</b>
<p><b>1. Physical Proportion</b></p> <p><b>1.1 <u>Socket &amp; Spigot Pipes</u></b></p> <p>Pipe wall thickness</p> <p>External Diameter</p> <p>Internal Diameter</p> <p>Length of Pipe</p> <p>Socket Length</p> <p>Chamfering of Spigot end</p> <p>C - Class</p> <p>Grooves in the Socket.</p> <p>Thickness of Internal Cement lining</p> <p>Smoothness of Internal Cement lining.</p> <p>External Zinc Coating.</p> <p>Thickness &amp; Weight of external Zinc Coating.</p> <p>Compressive Strength of the Cement Lining.</p> <p>Curing period of Pipes after Cement Lining.</p> <p>Smoothness of external Bitumen Coating.</p>			

Activity	Test Performed	Results	Acceptability as per Specification
<p><b>1.2 Flanged Pipes</b></p> <p>Flange thickness</p> <p>Flange diameters</p> <p>No. of bolt holes</p> <p>Length of pipe</p> <p>Wall Thickness of Pipe</p> <p>C – Class of Pipe</p> <p>Cleanliness of Flange</p> <p>Raised Face or Flat Face</p> <p>Smoothness of Raised Face/Flat Face</p> <p>Integrally casted or Factory Welded</p> <p>Condition of weld if welded.</p> <p>Thickness of Internal Cement lining</p> <p>Smoothness of Internal Cement Lining.</p> <p>External Zinc Coating.</p> <p>Thickness &amp; Weight of external Zinc Coating</p> <p>Method of Application of Bitumen Coating.</p> <p>Compressive Strength of the Cement Lining</p> <p>Curing period of Pipes after Cement Lining.</p> <p>Smoothness of external Bitumen Coating</p> <p><b>1.3 Socketed Bends</b></p> <p>Socket Diameter</p> <p>Length of Bend</p> <p>C -Class of Bend</p> <p>Wall Thickness of bend</p> <p>Grooves in the Socket.</p>			

Activity	Test Performed	Results	Acceptability as per Specification
Thickness of Internal Cement lining Smoothness of Internal Cement lining External Zinc Coating Thickness & Weight of external cement coating Method of Application of Bitumen Coating Compressive Strength of the Cement Lining Curing period of Bends after Cement Lining Smoothness of external Bitumen Coating.			
<b>1.4 Flanged Bends</b>			
Flange Diameter			
Length of Bend			
Thickness of Flange			
No. of Bolt holes			
Wall Thickness of Pipe			
Raised Face or Flat Face			
Smoothness of Raise Face/ Flat Face			
Integrally Casted / Factory welded condition of Weld if welded			
C – class			
Thickness of Internal Cement lining			
Smoothness of Internal Cement lining			
External Zinc Coating			
Thickness & Weight of External Coating			
Compressive Strength of the Cement Lining.			

Activity	Test Performed	Results	Acceptability as per Specification
<p>Method of Application of Bitumen Coating</p> <p>Compressive Strength of the Cement Lining</p> <p>Curing period of Bends after Cement</p> <p>Smoothness of external Bitumen Coating.</p> <p><b>1.5 Tees</b></p> <p><b>Socketed Tees</b></p> <p>Length of Tees</p> <p>Length of Branch</p> <p>Diameter of Tee (all faces)</p> <p>Wall Thickness of Tees</p> <p>Wall Thickness of Branch</p> <p>Condition of grooves in socket</p> <p>C – Class</p> <p>Thickness of Internal Cement lining</p> <p>Smoothness of Internal Cement lining.</p> <p>External Zinc Coating</p> <p>Thickness &amp; Weight of External Zinc Coating</p> <p>Method of Application of Bitumen Coating</p> <p>Compressive Strength of the Cement Lining</p> <p>Curing period of Tees after Cement Lining</p> <p>Smoothness of external Bitumen coating.</p>			

Activity	Test Performed	Results	Acceptability as per Specification
<p><b>1.6 <u>Flanged Tees</u></b></p> <p>Length of Tee</p> <p>Length of Branch</p> <p>Diameter of Tee (all Branches)</p> <p>Wall Thickness of Tee</p> <p>Diameter of Flanges (All faces)</p> <p>No of Bolt holes</p> <p>Flange thickness</p> <p>Integrally Casted or Factory Welded</p> <p>Condition of weld if welded</p> <p>Flanges of Raised Face or Flat Face</p> <p>Smoothness of Raised Face/ Flat Face</p> <p>C – Class</p> <p>Thickness of Internal Cement lining</p> <p>Smoothness of Internal Cement lining.</p> <p>External Zinc Coating</p> <p>Thickness &amp; Weight of external Zinc Coating</p> <p>Method of Application of Bitumen Coating</p> <p>Compressive Strength of the Cement Lining</p> <p>Smoothness of external Bitumen coating.</p>			

Activity	Test Performed	Results	Acceptability as per Specification
<p><b>2. Strength &amp; Metallurgical Properties</b></p> <p><b>DI Pipes &amp; Fittings</b></p> <p><b>2.1</b></p> <p>1. Method of Casting Metallurgical Properties  ..... Tensile Strength  Hardness minimum Elongation Positive  Internal Hydrostatic Pressure Negative  Internal Pressure</p> <p>2. Manufacturing Standards of Pipes &amp; Fittings.</p> <p>3. Lubricant make &amp; seal type of designation of lubricant.</p> <p>4. Manufacturing of lubricant</p> <p>5. Manufacturing Standard of lubricant</p> <p><u>Joint Rings/ Gaskets</u></p> <p>6. Materials of Joint Ring/ Gasket</p> <p>7. Manufacturing Standards of Joint Ring/ Gasket</p> <p>8. Hardness of materials of Joint Ring/ Gasket.</p> <p>9. Seal Type designation of Joint Ring/ Gasket Nuts &amp; Bolts.</p> <p>10. Materials of Nuts &amp; Bolts Washers</p> <p>11. Manufacturing Standard of Nuts &amp; Bolts</p> <p>12. Number of Washers/ Bolt.</p>			

**APPENDIX 12A - TOR FOR INDEPENDENT INSPECTION AGENCY**

**PE pipes & Fittings**

Activity		Test Performed	Results	Acceptability as per specification
1.	<b>Physical Proportion/properties</b>			
1.1	<b><u>Socket &amp; Spigot Pipes</u></b>			
	Pipe wall thickness External Diameter Length of Pipe SDR category PE designation Elongation at Break for $e \leq 5$ m $5m \leq e \leq 12$ mm $e > 12$ m Melt Mass flow rate (MFR) Oxidation Induction time Ovalty Density Effect on water quality			
1.2	<b><u>Flanges</u></b>			
	Flange thickness Flange diameters No. of bolt holes Cleanliness of Flange Raised Face or Flat Face Smoothness of Raised Face/Flat Face Integrally casted or Factory Welded Condition of weld if welded Elongation at Break for $e \leq 5$ m $5m \leq e \leq 12$ mm $e > 12$ m Ovalty Melt Mass flow rate (MFR) Oxidation Induction time Density Effect on water quality			

	<b>Activity</b>	<b>Test Performed</b>	<b>Results</b>	<b>Acceptability as per specification</b>
1.3	<b>Bends</b>			
	Diameter Length of Bend SDR PE designation Wall thickness of bend Melt mass flow rate (MFR) Oxidation induction time Cohesive resistance Tensile strength Ovalty Density Effect on water quality			
1.4	<b>Tees</b>			
	Length of tees Length of Branch Diameter of tee (all faces) Wall thickness of Tees Wall thickness of Branch SDR PE Designation Melt mass flow rate (MFR) Oxidation induction time Density Ovalty Tensile strength Effect on water quality Cohesive resistance			
2.	<b>Strength &amp; Mechanical Properties</b>			
2.1	<b>PE Pipes &amp; Fittings</b>			
	Hydrostatic strength at 20 °C Hydrostatic strength at 80 °C Manufacturing Standards of Pipes & Fittings.			



Activity		Test Performed	Results	Acceptability as per specification
3.	<b><u>Accessories</u></b>			
3.1	<b><u>Steel flange converter</u></b>			
	Dimension Physical appearance Ovality			
3.2	<b><u>Slim flange assembly</u></b>			
	Dimension Physical appearance Ovality			
3.3	<b><u>Nuts &amp; Bolts</u></b>			
	Dimensions  <b>Tensile strength</b> a. yield stress or stress at permanent set limit of 0.2% b. percentage elongation after fracture c. stress under proof load d. strength under wedge loading e. hardness thickness of galvanized coating  Ovality			
4.	<b><u>Joint rings &amp; Gaskets</u></b>			
	Appearance & finish  Tensile strength  Elongation of break  Compression hardness  Micro biological deterioration			
4.	<b><u>Material Characteristics</u></b>			
	Compound Density  Carbon black content (black compound) % by mass  Carbon Black dispersion (black compound) grade range			
5.	<b><u>Quality Assurance</u></b>			
5.1	<b><u>Raw Materials (R/M)</u></b>			
	R/M received and kept separately in quarantine area on R/M test report received (Report Ref. No.) on			

	<b>Activity</b>	<b>Test Performed</b>	<b>Results</b>	<b>Acceptability as per specification</b>
5.2	<b><u>Manufacture</u></b> Date and Time of commencement of batch Date and Time of completion of batch Date batch sent to quarantine area			
5.3	<b><u>Physical/Mechanical Checkings (by In-House Q/A Department and Laboratory)</u></b> a. Dimension and appearance checking b. Heat reversion test c. General test d. Batch test e. Tensile test			
5.4	Pipe sample sent for chemical test			
5.5	Pipes passed by inspector for release to general storage area			
5.6	General storage area for packing  Wrapping/packing completed and labelled and separately stored, awaiting chemical test results for pipe.			
5.7	<b><u>Verification of Quality</u></b> Chemical tests results of pipe received.			
5.8	Separation of coils pipes not complying With BS			
5.9	Test certificate submitted for inspection agent/NWSDB's approval			
5.10	Purchaser's approval received for shipment			
5.11	<b><u>Containerisation &amp; Final Approval</u></b>  Pipe stocks loading in to container & passed by Q/A Department & Inspection Agent			
5.12	Final approval for transport & shipment			

**APPENDIX 13 - PRE-SHIPMENT INSPECTION OF DI PIPES & FITTINGS  
BY NWSDB ENGINEERS - CHECK LIST**

Name & Location of the Factory

- Pipe : - .....
- Fittings : - .....
- Valves : - .....
- Couplings :- .....
- Adaptors :- .....
- Flanged Pipes : - .....

(Requirement - Pipes and fittings should be manufactured by same manufacturer or manufacturing group.)

Applicable Standards

- Manufacturing Standards : (ISO 2531 : 2009/BSEN 545: 2010) .....
- Of pipes & Fittings
- Manufacturing Standards of : (BSEN 681-1/ISO 4633:2002) .....
- Joint Rings
- Quality Assurance Standards : (ISO 9001: 2008/2015) .....

Parameters to be checked

- Markings to casted on, painted or cold stamped
- Mechanical Properties, Hardness, Elongation,
- Hydrostatic Pressure Tests
- Wall Thickness
- Length of straight pipes
- Straightness
- External Coating
- Internal Coating
- Testing of Welded Flanges
- Chemical Composition of Pipes & Fittings (Composition of metals).
- Condition of Pipes & Fittings

Warping or shrinkage  
Surface or other defects detrimental to functionality : Satisfactory/Unsatisfactory

Handling of pipes, Fittings after production : Satisfactory/Unsatisfactory

Inspection Procedure

- Witness testing a sample with Factory QC Team : Yes/No
- Witness testing with Independent Inspection Agency : Yes/No

**PRE-SHIPMENT INSPECTION OF DI PIPES & FITTINGS**

**CHECK LIST**

Mark Yes or No in the Remarks Column as Appropriate

Date of Inspection .....

Technical Specifications Clause No.	Description	Values as per Specifications	Satisfactory/Unsatisfactory	Remarks
<b>GENERAL</b>				
Quality Assurance	Availability of Valid Quality Standard Certificates	ISO 9001:2008/2015		
Independent Inspection	Availability of Inspection Agency. Certificate before Shipment	-		
Markings	Pipe Material (Ductile Iron)	-		
	Year of Manufacture (Last Two Digits)	-		
	Manufacturers Identification Mark/Name	-		
	Nominal Diameter in mm	-		
	Class Designation	-		
	Quality Standard & Product Conformity certificate	-		
	Client Identification	-		
	Socket Penetration Lines (2 Lines)	-		
	In case of Fittings, these marks shall appear on the body of each fitting together with its main characteristics such as angle of bend, pressure rating of flange etc.	-		
<b>Material Characteristics</b>				
	Mechanical Properties			
	Minimum Tensile Strength	420 N/mm <sup>2</sup>		
	Minimum Bending Strength	Table B1 BSEN-545 2006		
	Modulus of Elasticity	14- 18 N/mm <sup>2</sup>		
	Brinell hardness for pipes	230HB		
	Brinell hardness for fittings	250 HB		

**PRE –SHIPMENT INSPECTION OF DI PIPES & FITTINGS - CHECK LIST**

**(3 of 13)**

Test		Hydrostatic Test										
Bill No:			Item No. & Qty.				Sample size:					
Description of Item : DI Pipes (SS/DF)			Class :				Dia x Length :					
Tech Spec Clause No:			Reference Standard : BSEN545:2010 - Clause 6.5 & Table 14 ISO 2531:2009 - Clause 6.5 & Table 10									
Sample No	Item of Testi- ng	Pressure class (“C” class)/ Test pressure	Test Condition						Deviation	Tolerance Allowed	Comply?	Remarks
			Flexible joints		Push-fit joints		Flanges & flanged joints					
			+ve int. pressure	-ve int. pressure	+ve ext. Pressure	Dynamic int. pressure	Flanged joints	Screwed & welded flanges				
1												
2												
3												
4												
5												
6												
7												
8												
9												
Inspection & Testing Witnessed by												
Name : 1.						Name : 2.						
Signature: 1.						Signature: 2.						
Date :												

**PRE –SHIPMENT INSPECTION OF DI PIPES & FITTINGS - CHECK LIST**

Test							Length of Straight Pipes and Fittings						
Bill No:			Item No. & Qty.			Sample size:							
Description of Item : DI Pipes (SS/DF), Fittings			Class :			Dia x Length :							
Tech Spec Clause No:			Reference Standard : BSEN545:2010 – Clause 4.2.3 & Table 3,4,5,6				ISO 2531 :2009 - Clause 4.2.3 & Tables 2,3,4,5						
Sample No	Item of testing	Physical/Measured Value	Deviation	Tolerance Allowed	Comply?	Remarks							
1													
2													
3													
4													
5													
6													
7													
8													
9													
Inspection & Testing Witnessed by													
Name : 1.						Name : 2.							
Signature: 1.						Signature: 2.							
Date :													

**PRE –SHIPMENT INSPECTION OF DI PIPES & FITTINGS - CHECK LIST**

Test		Straightness				
Bill No:		Item No. & Qty.			Sample size:	
Description of Item : DI Pipes (SS/DF)		Class :			Dia x Length :	
Tech Spec Clause No:		Reference Standard : BSEN545:2010 – Clause 4.2.4 ISO 2531 :2009 -Clause 4.2.4				
Sample No	Item of testing	Physical/Measured Value	Deviation	Tolerance Allowed	Comply?	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
Inspection & Testing Witnessed by						
Name : 1.			Name : 2.			
Signature: 1.			Signature: 2.			
Date :						

**PRE –SHIPMENT INSPECTION OF DI PIPES & FITTINGS - CHECK LIST**

Test							Internal & External Diameter of Pipes & Fittings						
Bill No:			Item No. & Qty.				Sample size:						
Description of Item : DI Pipes (SS/DF) , Fittings			Class :				Dia x Length :						
Tech Spec Clause No:			Reference Standard : BSEN545:2010 – Clause 4.2.2 ISO 2531 :2009 - Clause 4.2.1										
Sample No	Item of testing	Physical/Measured Value	Deviation	Tolerance Allowed	Comply?	Remarks							
1													
2													
3													
4													
5													
6													
7													
8													
9													
Inspection & Testing Witnessed by													
Name : 1.			Name : 2.										
Signature: 1.			Signature: 2.										
Date :													



**PRE –SHIPMENT INSPECTION OF DI PIPES & FITTINGS - CHECK LIST**

Test							Wall Thickness of Pipes & Fittings						
Bill No:			Item No. & Qty.			Sample size:							
Description of Item : DI Pipes (SS/DF), Fittings			Class :			Dia x Length :							
Tech Spec Clause No:			Reference Standard : BSEN545:2010 – clause 4.2.1 ISO 2531 :2009 - Clause 4.2.2										
Sample No	Item of testing	Physical/Measured Value	Deviation	Tolerance Allowed	Comply?	Remarks							
1													
2													
3													
4													
5													
6													
7													
8													
9													
Inspection & Testing Witnessed by													
Name : 1.							Name : 2.						
Signature: 1.							Signature: 2.						
Date :													

**PRE –SHIPMENT INSPECTION OF DI PIPES & FITTINGS - CHECK LIST**

Test Internal Coating ( Strength & Thickness)						
Bill No:		Item No. & Qty.			Sample size:	
Description of Item : DI Pipes (SS/DF) , Fittings		Class :			Dia x Length :	
Tech Spec Clause No:		Reference Standard : BSEN545:2010 – Clause 4.4.3 & 4.5 ISO 2531 :2009 - Clause 4.4.2 & 4.5.2				
Sample No	Item of testing	Physical/Measured Value	Deviation	Tolerance Allowed	Comply?	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
Inspection & Testing Witnessed by						
Name : 1.			Name : 2.			
Signature: 1.			Signature: 2.			
Date :						

**PRE -SHIPMENT INSPECTION OF DI PIPES & FITTINGS - CHECK LIST**

Test External Coating ( Thickness of Zinc Mass & Paint coating)						
Bill No:		Item No. & Qty.			Sample size:	
Description of Item : DI Pipes (SS/DF), & Coating for fittings and Accessories		Class :			Dia x Length :	
Tech Spec Clause No:		Reference Standard : BSEN545:2010- clause 4.4.2 & 4.5 ISO 2531 :2009 - clause 4.4.1 & 4.5.1				
Sample No	Item of testing	Physical/Measured Value	Deviation	Tolerance Allowed	Comply?	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
Inspection & Testing Witnessed by						
Name : 1.			Name : 2.			
Signature: 1.			Signature: 2.			
Date :						

**PRE –SHIPMENT INSPECTION OF DI PIPES & FITTINGS - CHECK LIST**

Test		Chemical Composition				
Bill No:		Item No. & Qty.		Sample size:		
Description of Item : DI Pipes (SS/DF)		Class :		Dia x Length :		
Tech Spec Clause No:		Reference Standard : BSEN545:2010 & ISO 2531 :2009				
Sample No	Item of testing	Physical/Measured Value	Deviation	Tolerance Allowed	Comply?	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
Inspection & Testing Witnessed by						
Name : 1.			Name : 2.			
Signature: 1.			Signature: 2.			
Date :						

## INSPECTION OF DI PIPES &amp; FITTINGS

## CHECK LIST

Technical Specifications Clause No.	Description	Requirements as per Specifications	Satisfactory/Unsatisfactory	Remarks
HANDLING OF PIPES AND FITTINGS AFTER PRODUCTION				
	Packing			
	Handling			
	Stacking			
	Inspection by Factory/Inspection Authority			
	Transport Arrangements within manufacturers Country			
	Shipping Arrangements			
	Freight Insurance Arrangements			
CONCLUSION AT THE END OF THE INSPECTION TOUR				
Total Process of Production, Testing, Packing, Handling, Insurance and Freight Arrangements Satisfactory				

**Observations** :

**Signature 1**

**Signature 2**

**Name & Designation 1:**

**Name & Designation 2:**

## RUBBER RINGS / GASKETS

### Physical Parameter

1. Dimensions :.....
2. Diameter :.....
3. Hardness :.....
4. Appearance :.....
5. Lot Numbers : .....

### Quality

1. Product Conformity certificate
2. ISO 9001:2008 /2015 certificate

### Packing Arrangements

1. Inspection by Independent Inspection Agency : .....
2. Shipping Arrangements :.....

Sample No	Diameter	Thickness mm	Hardness	Appearance	Deviation	Tolerance allowable	Whether Comply	Remarks

Product conformity certificate available acceptable : .....  
(witness the original certificate)

ISO 9001;2008 /2015 Quality Management System certificate available and acceptable: .....  
(witness the original certificate)

**APPENDIX 13 A - PRE-SHIPMENT INSPECTION OF PE PIPES & FITTINGS BY THE EMPLOYER**

**CHECK LIST**

Name & Location of the Factory

Pipe : -

.....  
.....

Fittings : -

.....  
.....

(Requirement - Pipes and fittings should be manufactured by same manufacturer or manufacturing group.)

Applicable Standards

Manufacturing Standards : (ISO 4427:2007 EN12201-1 TO 5):2003  
Of pipes & Fittings

Manufacturing Standards of  
Joint Rings : (EN681-1) .....

Quality Management System : (ISO 9001: 2008/2015)  
.....

Parameters to be checked

- Markings
- Mechanical Properties
- Hydrostatic Pressure Tests
- Wall Thickness
- Length of straight pipes
- Straightness
- Testing of Flanges

- Joint Rings
- Chemical Composition of Pipes & Fittings
- ConHDPEtion of Pipes & Fittings
- Tolerances

Handling of pipes, Fittings after production :  
Satisfactory/Unsatisfactory

Inspection Procedure

Witness testing a sample with Factory QC Team :  
Yes/No

Witness testing with Independent Inspection Agency :  
Yes/No



**PRE-SHIPMENT INSPECTION OF PE PIPES & FITTINGS****CHECK LIST**

Mark Yes or No in the Remarks Column as Appropriate

Date of Inspection.....

Technical Specifications Clause No.	Description	Values as per Specifications	Satisfactory/Unsatisfactory	Remarks
<b>GENERAL</b>				
<b>Quality Assurance</b>	<b>Availability of Valid Quality Standard Certificates</b>	<b>ISO 9001: 2008/2015</b>		
<b>Independent Inspection</b>	<b>Availability of Inspection Agency. Certificate before Shipment</b>	-		
<b>Markings</b>		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
<b>Material Characteristics</b>				
	<b>Mechanical Properties</b>			

**PRE –SHIPMENT INSPECTION OF PE PIPES & FITTINGS - CHECK LIST**

<b>Test</b>		<b>Hydrostatic Test</b>						
<b>Bill No:</b>		<b>Item No. &amp; Qty.</b>			<b>Sample size:</b>			
<b>Description of Item :)</b>		<b>Class :</b>		<b>HDPEa x Length :</b>				
<b>Tech Spec Clause No:</b>		<b>Reference Standard :</b>						
Sample No	Item of Testing	Test results			Deviation	Tolerance Allowed	Comply?	Remarks
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
<b>Inspection &amp; Testing Witnessed by</b>								
<b>Name</b>								
<b>Signature :</b>				<b>Date :</b>				

**PRE -SHIPMENT INSPECTION OF PE PIPES & FITTINGS -CHECK LIST**

<b>Test</b>						
<b>Length of Straight Pipes and Fittings</b>						
<b>Bill No:</b>		<b>Item No. &amp; Qty.</b>			<b>Sample size:</b>	
<b>Description of Item : PE Pipes (SS/DF) , Fittings</b>		<b>Class :</b>			<b>PEa x Length :</b>	
<b>Tech Spec Clause No:</b>		<b>Reference Standard :</b>				
<b>Sample No</b>	<b>Item of testing</b>	<b>Physical/Measured Value</b>	<b>Deviation</b>	<b>Tolerance Allowed</b>	<b>Comply?</b>	<b>Remarks</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>Inspection &amp; Testing Witnessed by</b>						
<b>Name</b>						
<b>Signature</b>			<b>Date</b>			

**PRE –SHIPMENT INSPECTION OF PE PIPES & FITTINGS-CHECK LIST**

<b>Test</b>						
<b>Wall Thickness of Pipes &amp; Fittings</b>						
<b>Bill No:</b>		<b>Item No. &amp; Qty.</b>			<b>Sample size:</b>	
<b>Description of Item : PE Pipes , Fittings</b>		<b>SDR:</b>			<b>PEa x Length :</b>	
<b>Tech Spec Clause No:</b>		<b>Reference Standard</b>				
<b>Sample No</b>	<b>Item of testing</b>	<b>Physical/Measured Value</b>	<b>Deviation</b>	<b>Tolerance Allowed</b>	<b>Comply?</b>	<b>Remarks</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>Inspection &amp; Testing Witnessed by</b>						
<b>Name</b>						
<b>Signature</b>			<b>Date</b>			

**PRE –SHIPMENT INSPECTION OF PE PIPES & FITTINGS- CHECK LIST**

<b>Test</b>						
<b>Chemical Composition</b>						
<b>Bill No:</b>		<b>Item No. &amp; Qty.</b>		<b>Sample size:</b>		
<b>Description of Item : PE Pipes</b>		<b>SDR :</b>		<b>PEa x Length :</b>		
<b>Tech Spec Clause No:</b>		<b>Reference Standard</b>				
<b>Sample No</b>	<b>Item of testing</b>	<b>Physical/Measured Value</b>	<b>Deviation</b>	<b>Tolerance Allowed</b>	<b>Comply?</b>	<b>Remarks</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>Inspection &amp; Testing Witnessed by</b>						
<b>Name</b>						
<b>Signature</b>			<b>Date</b>			

Revised on 22-10-2014

## INSPECTION OF PE PIPES &amp; FITTINGS

## CHECK LIST

Technical Specifications Clause No.	Description	Requirements as per Specifications	Satisfactory/ Unsatisfactory	Remarks
HANDLING OF PIPES AND FITTINGS AFTER PRODUCTION				
	Handling			
	Stacking			
	Inspection by Factory/Inspection Authority			
	Transport Arrangements within manufacturers Country			
	Shipping Arrangements			
	Freight Insurance Arrangements			
CONCLUSION AT THE END OF THE INSPECTION TOUR				
Total Process of Production, Testing Handling, Insurance and Freight Arrangements Satisfactory				

Observations :

Signature 1

Signature 2

Name &amp; Designation 1:

Name &amp; Designation 2:

**APPENDIX 13B - TOR FOR INDEPENDENT INSPECTION AGENCY**

**PE pipes & Fittings**

Activity		Test Performed	Results	Acceptability as per specification
1.	<b>Physical Proportion/properties</b>			
1.1	<b><u>Socket &amp; Spigot Pipes</u></b>			
	Pipe wall thickness External Diameter Length of Pipe SDR category PE designation Elongation at Break for $e \leq 5$ m $5m \leq e \leq 12$ mm $e > 12$ m Melt Mass flow rate (MFR) Oxidation Induction time Ovalty Density Effect on water quality			
1.2	<b><u>Flanges</u></b>			
	Flange thickness Flange diameters No. of bolt holes Cleanliness of Flange Raised Face or Flat Face Smoothness of Raised Face/Flat Face Integrally casted or Factory Welded Condition of weld if welded Elongation at Break for $e \leq 5$ m $5m \leq e \leq 12$ mm $e > 12$ m Ovalty Melt Mass flow rate (MFR) Oxidation Induction time Density Effect on water quality			

Activity		Test Performed	Results	Acceptability as per specification
1.3	<b><u>Bends</u></b>			
	Diameter Length of Bend SDR PE designation Wall thickness of bend Melt mass flow rate (MFR) Oxidation induction time Cohesive resistance Tensile strength Ovalty Density Effect on water quality			
1.4	<b><u>Tees</u></b>			
	Length of tees Length of Branch Diameter of tee (all faces) Wall thickness of Tees Wall thickness of Branch SDR PE Designation Melt mass flow rate (MFR) Oxidation induction time Density Ovalty Tensile strength Effect on water quality Cohesive resistance			
2.	<b><u>Strength &amp; Mechanical Properties</u></b>			
2.1	<b><u>PE Pipes &amp; Fittings</u></b>			
	Hydrostatic strength at 20 °C Hydrostatic strength at 80 °C Manufacturing Standards of Pipes & Fittings.			



Activity		Test Performed	Results	Acceptability as per specification
3.	<b><u>Accessories</u></b>			
3.1	<b><u>Steel flange converter</u></b>			
	Dimension Physical appearance Ovality			
3.2	<b><u>Slim flange assembly</u></b>			
	Dimension Physical appearance Ovality			
3.3	<b><u>Nuts &amp; Bolts</u></b>			
	Dimensions  <b>Tensile strength</b> f. yield stress or stress at permanent set limit of 0.2% g. percentage elongation after fracture h. stress under proof load i. strength under wedge loading j. hardness thickness of galvanized coating  Ovality			
4.	<b><u>Joint rings &amp; Gaskets</u></b>			
	Appearance & finish  Tensile strength  Elongation of break  Compression hardness  Micro biological deterioration			
4.	<b><u>Material Characteristics</u></b>			
	Compound Density  Carbon black content (black compound) % by mass  Carbon Black dispersion (black compound) grade range			
5.	<b><u>Quality Assurance</u></b>			
5.1	<b><u>Raw Materials (R/M)</u></b>			
	R/M received and kept separately in quarantine area on R/M test report received (Report Ref. No.) on			

Activity		Test Performed	Results	Acceptability as per specification
5.2	<b><u>Manufacture</u></b> Date and Time of commencement of batch Date and Time of completion of batch Date batch sent to quarantine area			
5.3	<b><u>Physical/Mechanical Checkings (by In-House Q/A Department and Laboratory)</u></b> f. Dimension and appearance checking g. Heat reversion test h. General test i. Batch test j. Tensile test			
5.4	Pipe sample sent for chemical test			
5.5	Pipes passed by inspector for release to general storage area			
5.6	General storage area for packing  Wrapping/packing completed and labelled and separately stored, awaiting chemical test results for pipe.			
5.7	<b><u>Verification of Quality</u></b> Chemical tests results of pipe received.			
5.8	Separation of coils pipes not complying With BS			
5.9	Test certificate submitted for inspection agent/NWSDB's approval			
5.10	Purchaser's approval received for shipment			
5.11	<b><u>Containerisation &amp; Final Approval</u></b>  Pipe stocks loading in to container & passed by Q/A Department & Inspection Agent			
5.12	Final approval for transport & shipment			

**APPENDIX 14 A - CONFIRMATION FROM THE DI FITTINGS MANUFACTURER TO SUPPLY DI FITTINGS TO DI PIPE MANUFACTURER**

*Note: This is to be typed on a company letter heading*

Chairman,  
National Water Supply & Drainage Board,  
Galle Road, Ratmalana.  
Sri Lanka.

**Guarantee to Supply of DI pipe fittings to DI pipe manufacturer M/s. ....**  
**.....(Name & Address of the Pipe Manufacturer)**

We, .....  
*(Name & Address of the DI Pipe fittings Manufacturer)*, the manufacturer of DI pipe fittings hereby guarantee that, DI pipe fittings manufactured at our above factory located at .....conforming to EN 545/ ISO 2531/ EN 598/ ISO 7186 and ISO 9001:2008/2015 shall be supplied to M/s.....  
..... *(Name of the DI Pipe Manufacturer)* to be used with .....*(brand of the pipe)*, pipes manufactured at the .....*(Office & Address of the Pipe Manufacturer)*

.....  
Authorised Signatory  
and the Company Seal

Attested by the Attorney at Law

.....  
Signature of the Attorney at Law

Name : .....  
In the Capacity of : .....

Seal .....  
In the place of .....  
.....*(address)*

Witnesses :  
1 Signature : .....  
Name : .....  
Capacity : .....  
Address : .....  
2 Signature : .....  
Name : .....  
Capacity : .....  
Address : .....

**APPENDIX 14 B - CONFIRMATION FROM THE RUBBER RINGS MANUFACTURER TO SUPPLY RUBBER RINGS TO DI PIPE MANUFACTURER**

*Note: This is to be typed on a company letter heading*

Chairman,  
National Water Supply & Drainage Board,  
Galle Road, Ratmalana.  
Sri Lanka.

**Guarantee to Supply of Rubber Rings to DI pipe manufacturer M/s. ....**  
**.....(Name & Address of the Pipe Manufacturer)**

We, .....  
*(Name & Address of the Rubber Rings Manufacturer)*, the manufacturer of Rubber Rings hereby guarantee that, Rubber Rings manufactured at our above factory located at .....  
.....conforming to EN 681-1/ ISO 4633 and ISO 9001:2008 /2015 shall be supplied to M/s. ....  
..... *(Name of the DI Pipe Manufacturer)* to be used with .....  
.....*(Trade name of pipes)* pipes manufactured at the.....*Off*  
*ice & Address of the DI pipe manufacturer)* and ..... *(Trade name of*  
*DI fittings)* DI pipe fittings manufactured at the.....  
.....  
*(Office & Address of the DI pipe fittings manufacturer).*

.....  
Authorised Signatory  
and the Company Seal

Attested by the Attorney at Law

.....  
Signature of the Attorney at Law

Name : .....  
In the Capacity of : .....

Seal .....

In the place of .....  
.....*(address)*

Witnesses :  
1 Signature : .....  
Name : .....  
Capacity : .....  
Address : .....  
2 Signature : .....  
Name : .....  
Capacity : .....  
Address : .....

**APPENDIX 14C - CONFIRMATION OF SUPPLYING GOODS MANUFACTURED AT THE FACTORY QUOTED**

*[This form shall be filled on the letter head of the pipe manufacturer's company]*

Date :.....

Chairman,  
National Water Supply & Drainage Board,  
Galle Road, Ratmalana.  
Sri Lanka.

**Supply & Delivery of PE Pipes, Fittings, Specials & Accessories for  
..... Water Supply Scheme**

**Contract No. ....**

We .....(Name & Address of the PE pipe manufacturer) hereby guarantee that,

1. The Supply of Pipes for the above contract shall be manufactured at the manufacturing factory at .....(Address of the manufacturing factory).
2. The Supply of Pipe Fittings for the above contract shall be manufactured at the manufacturing factory at ..... (Address of the manufacturing factory).
3. The Supply of Rubber Rings for the above contract shall be manufactured at the manufacturing factory at ..... (Address of the manufacturing factory).
4. The Supply of Couplings for the above contract shall be manufactured at the manufacturing factory at ..... (Address of the manufacturing factory).
5. The Supply of Restraint Joints shall be manufactured at the manufacturing factory at ..... (Address of the manufacturing factory).

.....  
Signature of the  
Chief Executive Officer/  
General Manager of the manufacturer

.....  
Seal of the Company

Name : .....  
Address : .....  
.....

The above signed declare that the statement made above is true and correct in every detail.

.....  
Signature of the Attorney at Law

.....  
Seal of the Attorney

Name : .....  
Address : .....

**APPENDIX 15 A - LOCAL ACCREDITED AGENT'S CONFIRMATION OF  
SUPPLY OF DI PIPE FITTINGS & SPECIALS ACCORDING  
TO WORK PROGRAMME.**

*Note: This is to be typed on a company letter heading*

[Address of the Local Accredited Agent]  
.....  
.....  
.....

Chairman,  
National Water Supply & Drainage Board,  
Galle Road, Ratmalana.  
Sri Lanka.

**Bid for ..... Water Supply Scheme  
Contract No.....**

We, .....  
[name of the Local Accredited Agent] of .....  
.....  
.....(address of the Local Accredited Agent) confirm that we will Supply &  
Deliver DI Pipe Fittings and Specials submitted in this bid to the bidder M/s.  
.....  
.....(Name & Address of the bidder) according  
to the work programme of the bidder, included in the bid.

.....  
Authorised Signatory  
and the Company Seal

Attested by the Attorney at Law

.....  
Signature of the Attorney at Law

Name : .....  
In the Capacity of : .....

Seal .....  
In the place of .....  
.....(address)

Witnesses :  
1 Signature : .....  
Name : .....  
Capacity : .....  
Address : .....  
2 Signature : .....  
Name : .....  
Capacity : .....  
Address : .....

**APPENDIX 15 B - LOCAL ACCREDITED AGENT'S CONFIRMATION OF SUPPLY OF PE PIPES & FITTINGS ACCORDING TO WORK PROGRAMME.**

*Note: This is to be typed on a company letter heading*

[Address of the Local Accredited Agent]  
 .....  
 .....  
 .....

Chairman,  
 National Water Supply & Drainage Board,  
 Galle Road, Ratmalana.  
 Sri Lanka.

**Bid for..... Water Supply Scheme**  
**Contract No.....**

We, .....  
 [name of the Local Accredited Agent] of .....  
 .....  
 .....[address of the Local Accredited Agent], confirm that we will  
 Supply & Deliver PE Pipes & Fittings submitted in this bid to the bidder M/s.  
 .....(Name of the bidder)  
 according to the work programme of this bidder included in the bid.

.....  
 Authorised Signatory  
 and the Company Seal

Attested by the Attorney at Law

.....  
 Signature of the Attorney at Law

Name : .....  
 In the Capacity of :.....

Seal .....  
 In the place of .....  
 .....(address)

Witnesses :

- |   |           |   |       |
|---|-----------|---|-------|
| 1 | Signature | : | ..... |
|   | Name      | : | ..... |
|   | Capacity  | : | ..... |
|   | Address   | : | ..... |
| 2 | Signature | : | ..... |
|   | Name      | : | ..... |
|   | Capacity  | : | ..... |
|   | Address   | : | ..... |

## APPENDIX 16 - DETAILS OF LOCAL ACCREDITED AGENT

1. Name of Local Accredited Agent
2. Official Address
3. Details of Local Accredited Agent's Company
  - 3.1 Names of Directors
  - 3.2 Qualifications of Directors and their experience in business
  - 3.3 Registration with the Registrar of companies
    - (a). Registration Number
    - (b). Date of Registration
  - 3.4 Financial Capacity  
(Prove with Audit Financial Statements for last 3 years)
  - 3.5 Technical Competence
  - 3.6 Supporting staff
    - (a) Name :
    - (b) Qualification:
    - (c) Experience
  - 3.7 Office area (m<sup>2</sup>)
  - 3.8 Stores capacity :  
(Indicate the area and location)
  - 3.9 Yard capacity  
(Indicate the area and location)
  - 3.10 Past Experience and history of performance  
  
Details of previous supplies to the NWSDB. Copies of the letters of contract Awards and completion certificates shall be attached.



**APPENDIX 17 - JOINT VENTURE AGREEMENT**

**THIS AGREEMENT** made and entered into at the places and on the dates hereinafter setforth by and between.

..... a Company duly incorporated under the laws of the ..... and having its Registered Office at ..... and having a place of business in Sri Lanka at .....(hereinafter referred to as “the Party of the First Part” which term or expression as herein used shall where the context to requires mean and include the said ..... its successor or successors and assigns) of the **ONE PART**.

..... a Company duly incorporated in ..... and having its Registered Office at ..... (herewith referred to as “the Party of the Second Part” which term or expression as herein used shall where the context so requires mean and include the said ..... its successor or successors and assigns) of the **SECOND PART**.

**And**

..... Company duly incorporated under the laws of the ..... and having its Registered Office at ..... (hereinafter referred to as “the Party of the Third Part” which term or expression as herein used shall where the context to requires mean and include the said ..... its successor or successors and assigns) of the **THIRD PART**.

**WITNESSETH**

**Preamble**

1. National Water Supply & Drainage Board of the Democratic Socialist Republic of Sri Lanka has invited offers for the .....(CONTRACT NO.....) (hereinafter referred to as “the Project”)

2. The parties hereto has agreed among themselves to establish and implement a Joint Venture for the purpose of submission of an offer and in the event of such offer being accepted and the contract being awarded in respect of the..... (CONTRACT NO. ....)

.....) execution of the works stipulated in the said contract on the terms and conditions stipulated therein.

NOW THIS AGREEMENT WITNESSETH and it is hereby and between the parties hereto as follows :

**ARTICLE 1 – OBJECT OF THE JOINT VENTURE**

1.1 The object of the Joint Venture shall be submission of an offer and in the event of such offer being accepted and the contract being awarded in respect of the .....  
.....  
.....  
(CONTRACT NO.....)  
.....) execution of the works stipulated in the said contract on the terms and conditions stipulated therein. (hereinafter referred to as “the Project”).

**ARTICLE 2 – ESTABLISHMENT OF THE JOINT VENTURE**

2.1 The Parties hereto shall establish and carry on the Objects of the Joint Venture under the name “.....” (hereinafter referred to as “the JVC”)

**ARTICLE 3 – CAPITAL AND OTHER REQUIREMENTS OF THE JVC**

3.1 The equity participation by the Parties hereto in the JVC shall always be in the following proportion :

- i. The Party of the First Part - ..... per centum (.....%) of the equity
- ii. The Party of the Second Part - ..... per centum (.....%) of the equity
- iii. The Party of the Third Part - ..... per centum (.....%) of the equity

3.2 The capital requirement of the JVC shall be determined by the Parties hereto from time to time.

**ARTICLE 4 – OWNERSHIP AND LEAD PARTY**

- 4.1 There shall be One Hundred shares in the JVC which shall be owned by the parties hereto in the manner following :
  - i. The Party of the First Part - ..... shares
  - ii. The Party of the Second Part - ..... shares
  - iii. The Party of the Third Part - ..... shares
- 4.2 The Party of the First Part shall be the Lead party of the JVC.
- 4.3 The Lead Party shall have the authority to
  - i. sign and execute any applications, contracts, receipts and any other document including any and all applications, contracts and other documents in respect of the Project and to receive instructions on behalf of the JVC.
  - ii. to represent the JVC at any forum in respect of the Project.
  - iii. be in charge of the Project.
- 4.4 The Lead Party shall also co-ordinate the activities of all the parties in relation to the performance of the Project among the Parties hereto and/or with other appropriate bodies, companies or authorities.
- 4.5 The Party of the Second Part shall act as Deputy Joint Venture Leader of the Third Part and shall act as a ..... and provide ..... for the works of the Project and along with the Lead Party shall coordinate the activities of the Parties in relation to the performance of the Project.
- 4.6 The Party of the Third Part shall act as Deputy Joint Venture Leader of the Third Part and shall act as a ..... for the Project, including the provisions of all ..... for the Project and along with the Lead Party shall coordinate the activities of the Parties in relation to the performance of the Project.

**ARTICLE 5 – TENDERING, NEGOTIATIONS AND SIGNING OF THE CONTRACT**

- 5.1 The compilation and submission of the offer shall be coordinated by the Lead Party.
- 5.2 Each Party shall provide in time, correctly and completely, all documents and information which the Lead Party may require and which the other Parties may require for the calculating, planning and executing of their respective Scopes of Work.
- 5.3 Each Party shall include in its offer all costs in relation to the execution of its Scope of Works in accordance with the Bid Documents of the Project.

- 5.4 If changes to the Scope of Works are required by one Party that Party shall immediately inform in writing the other Parties of such changes.
- 5.5 The contents of the offer shall be agreed by all the Parties hereto.
- 5.6 All contracts agreements and other writings in respect of the Project wherein the Parties hereto are involved shall be in the name of the JVC.

**ARTICLE 6 – FINANCING**

- 6.1 The capital requirement of the JVC shall be financed by the Parties hereto in proportion to their equity participation in the JVC stipulated in Article 3.1 herein.
- 6.2 The JVC may obtain working capital over and above its equity by commercial borrowing in Sri Lanka or in overseas if necessary. If, as a condition to granting any such loan, the lender requires guarantee(s), the parties hereto shall undertake to provide the guarantee(s), in the proportion respective of their ownership stipulated in Article 4 herein.
- 6.3 The Party of the First Part shall be responsible to provide the Bid Bond amounting to US\$ ..... Party of the Second Part provides counter bond to the bank of the Party of the First Part in a sum of US\$..... The Party of the Third Part provides counter bond to the bank of the Party of the First Part in a sum of US\$ .....

**ARTICLE 7 – SCOPE OF WORKS OF THE JVC**

- 7.1 In the event of the Contract for the Project (hereinafter referred to as “the said Contract”) being awarded to the JVC;
  - i. The Party of the First Part shall carry out ..... per centum (.....%) of the Works under the said Contract;
  - ii. The Party of the Second Part shall carry out ..... per centum (.....%) of the Works under the said Contract;
  - iii. The Party of the Third Part shall carry out ..... per centum (.....%) of the Works under the said Contract;
- 7.2 Upon determining the Scope of Works allocated to each party in the manner aforesaid, that party shall be responsible for the proper execution, completion and maintenance of such Works allocated to it including any variations and/or additional Works within the scope of such allocated Works (hereinafter referred to as the “Allocated Works”).

7.3 Each Party shall be entitled to the value of the Allocated Works as stipulated in the said Contract.

## **ARTICLE 8 – SHAREING OF PROFITS AND LOASSES AND LIABILITIES**

8.1 Notwithstanding anything to the contrary the Parties hereto shall be jointly and severally liable to the National Water Supply & Drainage Board for the execution, completion and maintenance of the Works in terms of the said Contract.

8.2 Without prejudice to Article 8.1 each Party shall be responsible for all costs, expenses, liabilities, claims, demands, interest, obligations arising out of the Allocated Works of each Party.

8.3 Each Party shall indemnify and keep indemnified the other from and against all costs, expenses, liabilities, claims, demands, interest, obligations, prosecutions arising out of the Allocated Works of each Party or arising out of the execution of any bonds, guarantees or indemnities of whatsoever nature entered into by the JVC in respect of the Works and are within the scope of Allocated Works of each Party.

8.4 Each Party shall be entitled to the profits or bear the losses made in respect of the Allocated Works of each Party.

8.5 The Party of the ..... Part shall issue a “Domestic Preference Security” to guarantee that the profit and loss distribution and the Allocated Works of each Party shall not be modified during the period of the said Contract.

## **ARTICLE 9 – BOARD OF MANAGEMENT OF THE JVC**

9.1 The JVC shall be managed by a Board of Management consisting of ..... Members (hereinafter referred to as “the Board”)

i. The Party of the First Part shall have the right to appoint ..... Members to the Board;

ii. The Party of the Second Part shall have the right to appoint ..... Members to the Board;

iii. The Party of the Third Part shall have the right to appoint ..... Members to the Board;

9.2 The right of appointment of the nominees conferred on the Parties hereto shall include the right at any time to remove any such persons appointed by such Party and to replace any person who (for any reason whatsoever) ceases to be a Member and from time to time to determine the period which such persons shall hold office as Member.

9.3 Any appointment, removal or replacement of a Member as aforesaid shall be made in writing and be signed by the appointer and shall take effect as from the date of its

receipt at the office of the JVC or on the date of appointment specified in the notice, whichever is later.

- 9.4 The Party of the First Part shall have the right to appoint the Chairman of the Board.
- 9.5 The Board shall meet at least once a month and no business shall be transacted at any meeting of the Board unless a quorum consisting of all Members is present throughout the meeting. All decisions at the Board shall be by a unanimous vote.
- 9.6 The Parties hereto shall ensure that their nominees on the Board shall implement the operating policies decided by the Parties hereto in terms of These Presents.

#### **ARTICLE 10 – MANAGEMENT OF THE JVC**

- 10.1 The JVC shall be managed by the Board of Management who shall appoint competent staff to manage the business of the JVC.
- 10.2 The employee of the Parties may be seconded to the JVC to carry on the business of the JVC.
- 10.3 The Board shall decide on the salaries payable to the employees of the JVC and such salaries and all statutory payments due and payable to all employees of the JVC shall be met by and paid out of the funds of the JVC.
- 10.4 The tasks and authority of the staff shall be determined by the Board from time to time.
- 10.5 The Bankers of the JVC shall be such Bank or Banks as the Board shall from time to time agree upon and the Board may open an account or accounts at such Bank or Banks and all cheques, orders for payments and requisitions in respect of the said account or accounts shall be signed by Three Members of the Board.
- 10.6 All income derived from the business carried out by the JVC shall be received by the JVC.
- 10.7 All expenses which may be incurred in carrying on of the business of the JVC shall be paid out of the funds of the JVC and in the case of deficiency thereof then by the Parties hereto in the proportion respective of their ownership stipulated in Article 4 herein.

#### **ARTICLE 11 – ACCOUNTS, AUDIT AND RECORDS OF THE JVC**

- 11.1 The accounting system of the JVC shall conform to the generally accepted accounting policies and principles of Sri Lanka and shall accurately reflect the financial position of the JVC.
- 11.2 The Board shall cause to prepare annual and monthly reports with respect to the activities of the JVC. The Board shall approve the said annual and monthly reports.

- 11.3 The Parties hereto agree to cause the books and records of the JVC to be audited at the end of each financial year during the term of this Agreement by the Auditors of the JVC which shall be an independent public accounting firm. Such firm of accounts shall yearly provide the Parties with a financial report in English and in accordance with generally accepted accounting principles of Sri Lanka. Copies of such Annual Audits shall be provided to both Parties hereto at the expense of the JVC. Subject to the approval at the meeting of shareholders such Annual Audit shall be final and binding upon the Parties as to the revenue, costs, fees, expenses, losses and profits of the JVC, absent manifest error or fraud.
- 11.4 All deeds, documents of title, share registers, other registers, minute books, share certificate books, cheque book, all agreements, contracts, records and all other documents whatsoever of the JVC shall be held at the disposal of the Board.
- 11.5 Either Party shall have the right at any time to inspect the books of the JVC at such Party's expense.

## **ARTICLE 12 – CONFIDENTIALITY**

- 12.1 Each Party shall maintain strict confidence and secrecy in respect of all information of a confidential nature received by such party, directly or indirectly, pursuant to this Agreement or otherwise relating to the JVC and shall not use such information other than where necessary for the business of the JVC. The restrictions set forth in this Clause shall not apply to information which (a) was publicly available at the time of such disclosure or subsequently becomes publicly available through no act or omission of the Party making disclosure or; (b) was released by another party to a Third Party without breach of this Clause or (c) the Party is required by law or by a Court of Competent Jurisdiction to disclose such information.

## **ARTICLE 13 – ASSIGNMENT**

- 13.1 Neither of the Parties hereto shall assign this Agreement or rights and obligations accruing or binding on them or their respective shares without the prior written consent of the other being obtained.
- 13.2 Neither of the Parties hereto shall do or willingly suffer to be done anything whereby any property of the JVC may be attached, seized or taken in execution under a writ issued by a Court of Law or other lawful authority or may be otherwise endangered.

## **ARTICLE 14 – PERIOD**

- 14.1 This Agreement shall become effective from the date of this Agreement and shall remain in force until terminated pursuant to Article 15 hereof.

## **ARTICLE 15 - TERMINATION**

- 15.1 This Agreement may be terminated forthwith upon the serving of notice in writing upon the occurrence of any one or more of the following events:
- i. by either party, if the relevant authorities, if any do not approve the Joint Venture inform and substance acceptable to the Parties hereto.
  - ii. by the other party, if one party shall commit a breach of any of its obligations under this Agreement which shall fail to remedy within 60 days from written notice being given requiring that breach to be remedied ;
  - iii. by the other party, if one party shall be or become incapable for a period of 60 days of performing any of its obligations under this Agreement;
  - iv. by the other party, if one party fails to perform the Allocated Works of that party;
  - v. by the other party, if one party or its creditors or any other eligible party shall file for that party's dissolution, liquidation, reorganization or compulsory composition or if that party has entered into dissolution, liquidation, bankruptcy, reorganization, or compulsory composition or if that party is unable to pay any debts as they become due, has explicitly or implicitly suspended payment of any debts as they become due (except those debts which are contested in good faith) or gas liabilities which exceed its assets, or if the creditors of that party have taken over its management or if the relevant financial institutions have suspended that party's clearing house privileges or if any material or significant part of that party's undertaking, property or assets shall be expropriated or confiscated by action of any government;
- 15.2 In the event of the said Contract is not awarded to the JVC then in such as event These Presents shall stand terminated.
- 15.3 In the event of the said contract has been completed and defect liability period have been full filled then in such an event These Presents shall stand terminated.

## **ARTICLE 16 – CONSEQUENCES OF TERMINATION**

- 16.1 Termination of this Agreement shall be made without prejudice to the accrued rights and liabilities of the Parties at the date of termination, unless waived in writing by the mutual agreement of the Parties.
- 16.2 If this Agreement is terminated for any reason whatsoever after the award of the said Contract the Parties hereto shall be paid for the Works executed by each party up to the date of termination of this Agreement upon receipt by the JVC of the monies for such Works carried out by the JVC.
- 16.3 In the event of this Agreement being terminated in terms of Articles 15.1 (ii), (iii), (iv) or (v) herein;



- i. the defaulting party shall be excluded from further participation in the JVC;
- ii. the non defaulting party/ parties shall continue to carry on the Works in terms of the said Contract. Provided always the defaulting party shall be responsible for the losses incurred in respect of the Allocated Works of the defaulting party/parties;
- iii. the non defaulting party/ parties shall operate the banking accounts of the JVC to the exclusion of the

and

- iv. the defaulting party shall execute all documents and carry out all acts necessary to transfer the rights of the defaulting party to the non defaulting party and the defaulting party doth hereby grant the non defaulting party the authority and power to execute all such documents and carry out all such acts on behalf of the defaulting party.

16.4 upon termination of this Agreement in the manner aforesaid the Parties hereto shall subject to Article 16.3 herein cause the JVC to be duly dissolved and liquidated.

## **ARTICLE 17 – MISCELLANEOUS**

- 17.1 Should any of the provisions of this Agreement be void for any reason whatsoever, the validity of the remaining provisions shall thereby not be effected. In such cases the Parties hereto shall agree to replace them in effective provisions by a new one which shall be legally valid.
- 17.2 The Parties hereto shall co-operate closely and confidentially in all matters related to the said JVC and will inform one another immediately of any important circumstances effecting the JVC.
- 17.3 Any collateral Agreements must be in writing and made subsequent to this Agreement.
- 17.4 The Party of the First Part shall obtain all necessary approvals to establish and carry on the Joint Venture and to register the JVC with the relevant authorities.
- 17.5 The Parties hereto declare that they have not concluded any contracts or agreements prior to these Presents which are inconsistent with the provisions of this Agreement.
- 17.6 This Agreement shall be governed by and constructed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 17.7 Each Party undertakes to carry out this Agreement in good faith and to respect the spirit as well as the letter of its provisions.
- 17.8 Each Party warrants and represents to the other Party that it has no outstanding commitments or obligations which would impede its ability and right to enter into this

Agreement and/or fulfill its obligation hereunder except those which have been disclosed at the time of execution of this Agreement.

- 17.9 Each Party agrees to hold the other Party harmless and to indemnify the other Party/ Parties against any and all liabilities, losses, damages, finder's fee, commissions and/or expenses which either of them may sustain by reason of the breach or alleged breach of the provisions contained herein.
- 17.10 The failure of any Party at any time or times to require performance by the other Party of any provision of this Agreement shall not affect in any way the right of such Party to require performance of that or any other provision and any waiver by any Party if any breach of this Agreement shall not be constructed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any other right under this Agreement.
- 17.11 The Parties hereby represent and warrant that they have full power, authority and legal right to enter into this Agreement.
- 17.12 The Parties hereby agree and undertake to take all such steps as may be or become necessary to give full effect to the provisions contained in this Agreement and to use their respective votes in the JVC for achieving their objective.
- 17.13 This Agreement shall not be deemed to be for the benefit of any Party other than the Parties hereto nor shall it give any persons other than the Parties hereto any right to enforce its provisions other than in the manner stipulated herein.
- 17.14 Any of the Parties hereto and/or any of their respective Directors shall not or cause any of its subsidiaries and/or associate companies and/or any entity controlled and/or managed by them either directly or indirectly in any capacity whether on their own account or as a member, director, employee, agent, partner, joint venture, advisor or consultant to provide any services in respect of the Project other than as stipulated herein.
- 17.15 All expenses incurred in respect of drafting and preparing this Agreement shall be shared equally among the Parties hereto.

## **ARTICLE 18 – ARBITRATION**

- 18.1 In the event of a dispute or difference arising between the Parties hereto concerning this Agreement or any matter of whatsoever nature arising thereunder or the operation or the interpretation thereof or the rights, duties liabilities of any Party hereto under or in connection therewith or the fair value of the shares of the JVC the Parties hereto agree to resolve such dispute or difference by mutual negotiation and failing settlement by mutual negotiation within a period of thirty (30) days from the date of notification of such dispute by one Party to the other or others, the dispute or difference shall be referred to binding arbitration by two arbitrators if the dispute is between two Parties or if the dispute is between three parties by three arbitrators, one to be appointed by each Party, with provision for an Umpire to be appointed by the

two arbitrators or if three arbitrators are appointed the Umpire to be appointed from amongst them before commencement of the arbitration in the event of indecision of the arbitrators. The Party requesting arbitration, shall, with such request, nominate its arbitrator and the other Party shall within thirty (30) days thereof make its own nomination. Should the other Party fail to nominate its arbitrator within the said thirty (30) days or should any nominated arbitrator fail or refuse to act, the proceedings shall be before the other nominated arbitrator who shall be the sole arbitrator or two arbitrators as the case may be. The decision of the arbitrators or the sole arbitrator or the Umpire as the case may be regarding the dispute, claim or difference and the award made shall be final and binding upon the Parties.

- 18.2 The Rules to be adopted at the Arbitration shall be the Rules of Arbitration Act, No. 11 of 1995 of the Democratic Socialist Republic of Sri Lanka or the Rules of the Arbitration Center of the Institution for the Development of Commercial Law and Practice, Sri Lanka.
- 18.3 The Place of Arbitration shall be in Colombo and the cost of the Arbitration shall be met by the Parties hereto together on a pro-rata basis or singly in accordance with the recommendation of the Arbitrator or Arbitrators.

**ARTICLE 19 – NOTICES**

- 19.1 All approvals, consents and notices required to be given or served hereunder by either Party hereto to the other/s shall be deemed to have been duly given or served if the same shall have been delivered to be left at or sent by Registered Post by either Party to the other/s at its principal or registered office as the case may be; provided always that either Party aforesaid shall have the right to inform the other/s in writing of any other address at which such approvals consents or notices aforesaid shall be received by it and the same shall be held to have been duly given or served if the same shall have been delivered to left at or sent by Registered Post to such Party at such other address.

IN WITNESS WHEREOF ..... the duly appointed Attorney of  
..... has placed his hand,  
..... and  
..... Have affixed their respective Company Seals  
and hereunto and to two other of the same tenor and date as These Presents on the dates and  
at the places hereinafter written.

The signature of the said ..... )  
the duly appointed Attorney of ..... )  
placed his hand hereunto in the presence of following )  
witnesses at ..... on this ..... day of )  
..... 20..... )

Witnesses :

- 1.
- 2.

The Common Seal of the said ..... )  
was affixed hereunto in the presence of )  
..... )  
..... - Director )  
who do hereby attest the sealing thereof at ..... )  
..... on this ..... day of ..... 20..... )

Witnesses :

- 1.
- 2.

The Company seal of the said ..... )  
was affixed hereunto in the presence of )  
1. )  
2. )  
who do hereby attest the sealing thereof at ..... )  
on this ..... day of ..... 20..... )

Witnesses :

- 1.
- 2.

## FORM ELI – 1 : Bidder’s Information Sheet

<b>Bidders Information</b>	
<b>Bidder’s legal name</b>	
<b>In case of JV, legal name of each Partner</b>	
<b>Bidder’s country of constitution</b>	
<b>Bidder’s year of constitution</b>	
<b>Bidder’s legal address in country of constitution</b>	
<b>Bidder’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)</b>	
<p><b>Attached are copies of the following original documents.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 3.1 and 3.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm of JV named above, in accordance with ITB 5.2 (b).</li> <li><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 5.2 (f).</li> <li><input type="checkbox"/> 4. In the case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 3.5.</li> </ul>	

## FORM ELI – 2 : JV Information Sheet

Each member of a JV must fill in this form

Form ELI – 2 : JV Information sheet	
<b>Bidder's legal name</b>	
<b>JV Partner's legal name</b>	
<b>JV Partner's country of constitution</b>	
<b>JV Partner's year of constitution</b>	
<b>JV Partner's legal address in country of constitution</b>	
<b>JV Partner's authorized representative information</b>	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

**APPENDIX 18 – AFFIDAVIT BY THE BIDDER**

I ..... of ..... being a ..... (Buddhist or any other religionist), do hereby solemnly sincerely and truly declare and affirm as follows.

- 01. I am the Affirmant above named.
  
- 02. I hereby declare that I have applied for the contract of National Water Supply and Drainage Board bearing No: ..... and my spouse or dependent does not work in National Water Supply and Drainage Board on permanent, casual or contract basis.

The foregoing affidavit having been read over and explained to the affirmant above named who having understood its nature content and context affirmed hereto and set his usual signature hereto in ..... on this ..... day of ..... 20...

Before me

.....  
Declarant

.....  
Justice of the Peace /  
Commissioner for oaths

**APPENDIX 19 – PRE-QUALIFICATION OF MANUFACTURERS FOR  
SUPPLY & DELIVERY OF DI PIPES, FITTINGS , DI /CI VALVES ,DI MANHOLE  
COVERS AND PVC PIPES &FITTINGS**

***When Bidding Document is prepared  
please include updated list of prequalified  
manufactures under this Appendix***



## APPENDIX 20 - ENTITLED ALLOWANCES ON FOREIGN TRAVELS & RELATED EXPENSES

### Category of Countries

Category No.	Countries					Combined & Incidental Allowance
1 <sup>st</sup> category	Afganistan Albania Algeria Azerbaijan Bahamas Balarus Barbados Belize Bhutan Bolivia Bosnia Botswana	Burundi Cambodia Canary Island Capevrde Cooks Island Domenica El Salvador Etihyopiya Equatorial Gabon Gambia Gibraltar	Guam Kiribati Lao Peoples Dem.Rep. Lesothe Liechtenstein Nacedonia Rep. Malawi Malta Mauritania Mongolia Montenegro Myanmar	Nambia Nauru Netherlands Anti Nicaragua Palau Paraguay Samoa Sao Tome & Prince Serbia Sierra Leon Soloman Island Somalia	Tanzania Swaziland Tajikistan Tunisia Uganda Uzbekistan	US\$ 200 + US\$ 75
2 <sup>nd</sup> category	Antigue Barbuda Armenia Argentina Bulgaria Bangaldesh Brunei Cameroon Coted Ivoria Costa Rica	Ecuador Fiji French Guiana Guyana Grenada Gerogia Guatemala Greenland	Guinea Bissaw Hawai Haiti Honduras Ireland Iraq Jamaica Korea Dem.Rep.	Liberia Mexico Micronesia Fed. Monaco Mozambique Papua new Guinea Suriname Yeman Rep.	Yogoslavia Tahiti Tonga Vanuatu	US\$ 260 + US\$ 75
3 <sup>rd</sup> category	Baharain Chile Cyprus Egypt Arab Rep. Estonia Guinea Hungary Indonesia Iran Islamic Rep. Kenya	Kuwait Lithuania Madagascar Mauritius Malayasia Maldives Morocco Macedonia Rep Nepal Oman	Pakistan Panama Peru Pholippines Poland Quarter Romania Ruwada Saudi Arabia Solvenia	Sriyan Arab Rep. South Africa St.Lucia Sudan Thailand Togo Trinidad & Tobago Uruguay Ukrain Venezuela	Vietnam Zaire Zambia Zimbabwe	US\$ 330 + US\$ 75
4 <sup>th</sup> category	Belgium Benin Burkina Faso Comoros Central African Rep. Colombia Congo	Croatia Cuba Czech Republic Dem.Rep.of Congo Djibouti Greece Iceland	India Ivory Coast Jordan Kazakhstan Latvia Lebanon Luxemburg	Mali New Caledonia Nigeria Portugal Slovak Rep. Spain Taiwan	Turkey United Arab Emirates	US\$ 400 + US\$ 75
5 <sup>th</sup> category	Angola Australia Austria Brazil Canada Chad	China (Beijin) Denmark France Germany Finland Hongkong	Israel Italy Japan Libiya Netherland New Zealand	Niger Norway Russia Senagal Swedan Seychelles	Singapore South Korea Switzerland United Kingdom USA	US\$ 530 + US\$ 75