

REVISED ON 17-02-2018

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

MINISTRY OF CITY PLANNING AND WATER SUPPLY

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

..... **WATER SUPPLY SCHEME**

TENDER FOR TOPOGRAPHICAL SURVEYING WORKS

AT

CONTRACT No.:

REVISED ON 17-02-2018

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

GALLE ROAD,

RATMALANA.

.....

(MONTH & YEAR)

DOCUMENT ISSUANCE CERTIFICATE

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

1. STANDARD DOCUMENT REFERENCE NUMBER: NWSDB/SBD/SURVEYING/Ver1
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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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 Scheme**

Bid For Topographical Surveying Works at

.....
INVITATION FOR BIDS (IFB)

1. The Chairman, Ministry Procurement Committee, Ministry of Urban Development, Water Supply and Drainage, No. 35, "Lakdiya Madura", New Parliament Road, Pelawatta, Battaramulla, Sri Lanka now invites sealed bids from qualified licensed surveyors or survey firms of Sri Lanka having valid registration to practice for the Topographical Survey Works up to closing of bids at hours on
2. Bidding will be conducted through National Competitive Procedure.
3. Alternative bids shall not be accepted. Bidders may purchase bidding documents in required number and may submit one or more independent offers. The independent offers shall be in separate set of bidding documents together with separate bid securities.
4. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall have license for surveying in Sri Lanka having valid registration as licensed surveyor or survey firms.
5. Interested bidder may obtain further information from Assistant General Manager (Tenders & Contracts) over the telephone, number 0112635885 or 0112638999 ext 1750 or facsimile number 0112635885 and bidding document may be inspected free of charge at the office of the Assistant General Manager, (Tenders & Contracts), NWSDB, Galle Road, Ratmalana.
6. A complete set of Bidding document in English language may be purchased by interested bidders on the submission of a written application on a business letter head to the Assistant General Manager (Tenders & Contracts), NWSDB, Galle Road, Ratmalana, from Until from 09:00 hours to 12:00 hours and from 13:00 hours to 15:00 hours on normal working days upon payment of a non-refundable tender fee of Rs.=/ Plus VAT in cash, and additional amount of Rs.=/ if the Bidding document is to be dispatched by courier.
7. Bids shall be delivered to the Chairman, Procurement Committee, Ministry of Urban Development, Water Supply and Drainage, No. 35, "Lakdiya Madura", New Parliament Road, Pelawatta, Battaramulla, Sri Lanka at or before hrs on Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
9. Late Bids will be rejected.
10. All Bids shall be accompanied by a bid security of Rupees and the bid security should be valid upto(Insert Date) .

Chairman
NATIONAL WATER SUPPLY AND 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**

CONTRACT No.:
..... **Water Supply Scheme**
Bid For Topographical Surveying Works at
.....

INVITATION FOR BIDS (IFB)

1. The Chairman, Department Procurement Committee, the National Water Supply and Drainage Board (NWSDB), Galle Road, Ratmalana, Sri Lanka now invites sealed bids from qualified licensed surveyors or survey firms of Sri Lanka having valid registration to practice for the Topographical Survey Works up to closing of bids at hours on
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Chairman
NATIONAL WATER SUPPLY AND 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**

CONTRACT No.:

..... **Water Supply Scheme**
Bid For Topographical Surveying Works at

.....

INVITATION FOR BIDS (IFB)

1. The Chairman, Regional Procurement Committee, (.....), the National Water Supply & Drainage Board (NWSDB) (Insert Relevant RSC Address) now invites sealed bids from qualified licensed surveyors or survey firms of Sri Lanka having valid registration to practice for the Topographical Survey Works up to closing of bids at hours on
2. Bidding will be conducted through National Competitive Procedure.
3. Alternative bids shall not be accepted. Bidders may purchase bidding documents in required number and may submit one or more independent offers. The independent offers shall be in separate set of bidding documents together with separate bid securities.
4. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall have license for surveying in Sri Lanka having valid registration as licensed surveyor or survey firms.
5. Interested bidder may obtain further information from over the telephone, number or facsimile number and bidding document may be inspected free of charge at the office of the
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7. Bids shall be delivered to the at or before hrs on Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
9. Late Bids will be rejected.
10. All Bids shall be accompanied by a bid security of Rupees and the bid security should be valid upto (Insert Date) .

Deputy General Manager,

(RSC.....)

**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 Topographical Surveying Works at

.....

INVITATION FOR BIDS (IFB)

1. The Chairman, Project Procurement Committee, (.....WSP), of National Water Supply & Drainage Board (NWSDB)
(Insert Relevant Project office Address) now invites sealed bids from qualified licensed surveyors or survey firms of Sri Lanka having valid registration to practice for the Topographical Survey Works up to closing of bids at hours on
2. Bidding will be conducted through National Competitive Procedure.
3. Alternative bids shall not be accepted. Bidders may purchase bidding documents in required number and may submit one or more independent offers. The independent offers shall be in separate set of bidding documents together with separate bid securities.
4. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall have license for surveying in Sri Lanka having valid registration as licensed surveyor or survey firms.
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(Insert Relevant Project office Address)
6. A complete set of Bidding document in English language may be purchased by interested bidders on the submission of a written application on a business letter head to the, from Until from 09:00 hours to 12:00 hours and from 13:00 hours to 15:00 hours on normal working days upon payment of a non refundable tender fee of Rs. / = Plus VAT in cash, and additional amount of Rs. / = if the Bidding document is to be dispatched by courier.
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Project Director

(.....WSP)

1. INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND DRAINAGE

NATIONAL WATER SUPPLY & DRAINAGE BOARD

TOPOGRAPHICAL SURVEYING WORKS FOR
.....WATER SUPPLY SCHEME

CONTRACT No.:.....

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. **Scope of Bid**

- 1.1 The National Water Supply and Drainage Board (hereinafter called the “Board”) invites bids for the topographical surveying works as prescribed in the **Bidding Data**.

2. **Eligibility of Bidders**

Eligible bidder is one who satisfies all the following requirements listed under this clause.

- 2.1 The bid is open to licensed surveyors and licensed / registered survey firms in Sri Lanka who possess current licensed certificate.
- 2.2 The bidder should have carried out at least one similar nature of works in surveying and leveling as specified in **Bidding Data**.
- 2.3 In case of survey firms, documents establishing the bidder’s eligibility to bid and qualifications to perform the Contract with certified copy of business registration with the Registrar of Companies shall be submitted.
- 2.4 The documentary evidence of the bidder’s qualifications to perform the Contract if the bid is accepted, shall establish to the Engineer’s satisfaction;
- (a) That the Current certified copy of the annual license issued by Surveyor General of Sri Lanka.
- (b) That the bidder has the technical capability to perform the Contract as per the **Bidding Data** .
- (c) In case of survey firms, the bidder shall furnish financial capabilities to perform the contract as per the **Bidding Data**.
- (d) The bidder shall not be disqualified/ Blacklisted by NWSDB/ NPA

3. **Equipment and Services**

The bidder shall furnish details of their proposed equipments and Key technical staff as per **Appendix 2**.

4. **Source of Funds**

Funds required for this Contract will be provided by the source stated in the **Bidding Data**.

5. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his bid in compliance with bid requirements and the Board will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6 **Site Visit**

The bidders shall visit and examine the Site of Works and its surrounding and obtain for himself on his own responsibility and at his risk all information that may be necessary for preparing the bid. The contact person for further details and site visits are given in the **Bidding Data**

B. BIDDING DOCUMENT

7. **Contents of Bidding Document**

7.1 The bidding document comprises the following sections of the document and any addenda that will be issued in accordance with clause 9 hereof.

Page iii	Checklist of Submissions
Page iv	Invitation for Bids
Section 1	Instructions to Bidders
Section 2	General Conditions of Contract
Section 3	Form of Bid
Section 4	Bidding Data & Contract Data
Section 5	Specifications
Section 6	Deviations from Specifications
Section 7	List of Drawings
Section 8	Bills of Quantities
Section 9	Standard Forms

Section 10 Appendices

- Appendix 1 - Details of similar works carried out within the last three years and ongoing similar ones
- Appendix 2 - Details of Surveyors and key technical staff and proposed equipments
- Appendix 3 - Financial Statement
- Appendix 4 - Proposed work programme by the bidder
- Appendix 5 - Bidder's Authorization to Sign the Contract
- Appendix 6 - Affidavit by the Bidder

7.2 Two sets of bidding documents shall be issued to the prospective bidders.

7.3 The bidder is expected to examine all the sections of the bidding documents. Failure to furnish all information required by the bidding documents, or submission of a bid which is not substantially responsive will be at the bidder's risk and may result in rejection of his bid.

8. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the Board in writing or by facsimile at the address indicated in the Invitation to Bid. The Board will respond in writing or by facsimile to any request for clarification, which it receives earlier than 14 days prior to the deadline for the submission of bids. Written copies of the Board's response (including a description of the enquiry but without identifying its source) will be sent to all prospective bidders who have purchased the bidding documents. Any request for clarifications which are submitted less than 14 days prior to the deadline of submission of bids will not be entertained.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Board may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing an addendum.

9.2 The addendum will be notified in writing or by facsimile to all prospective bidders who have purchased the bidding documents and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof in writing to the Board at the address provided in the **Bidding Data**

9.3 In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Board may, at its discretion, extend the deadline for the submission of bids, in accordance with sub-clause 19.3 hereof.

C. PREPARATION OF BID

10. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Board shall be written in the English Language.

11. Documents Comprising the Submission

11.1 The bid submitted by the bidder shall comprise the following components:

- a) Duly perfected set of Bidding Documents, which include Sections 1 to 10.
- b) The subsequent addendum/addenda (if any)
- c) Documentary evidence established in accordance with clause 2 hereof, to prove that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- d) Bid security furnished in accordance with clause 14 hereof and as per specimen form issued with the bidding documents.
- e) In case of a survey firm, Proof of Authorisation for the signatory to bid as specified in clause 16.2 hereof.

11.2 The Photostat copies of documentary evidence shall be one sided copies to the original size which bear both the initials and the seal of the bidder. The bidder shall certify these copies referred to, as follows:

I/We hereby certify that this is a true Photostat copy of the certificate which haspage(s), issued by
.....(name of the institution which issued the certificate)

.....
Authorised Signature/Date

.....
Seal of the company

12. Bid Prices

12.1 Prices quoted by the Bidder shall be firm and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to clause 25 hereof.

12.2 The Bidder shall fill in rates and prices for all items of the bill/section described in the Bills of Quantities (BOQ). Items for which no rates or prices are entered by the bidder shall be deemed to be covered by the other rates and prices in the Bills of Quantities. However the Bidder is required to complete all items in the BOQ.

- 12.3 In pricing the items of the Bills of Quantities, the bidder shall cover himself and will be deemed to have covered himself for:
- (a) All services and goods which according to the true intent and meaning of the contract may be reasonably inferred as necessary for completion work as specified in bidding document.
 - (b) Prices charged by the Supplier for the preceding incidental services, shall be included in the Contract Price for the Goods.
 - (c) Any taxes as stated in the Clause 10.9 of General Conditions of Contract

- 12.4 **If Bidders are registered for the purpose of VAT**, they should indicate the amount of VAT claimed separately in the Bidding documents, in addition to the value of the Bidding, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement to pay the VAT amount.

If any Bidder is not registered for VAT, he should indicate the value of the Bid in Bidding documents. Under this category Bidder should obtain a letter from the Commissioner of Inland Revenue Department certifying that his Company has not been registered for VAT and that letter should be attached to the Bidding document.

For the purpose of evaluation the rates and prices excluding VAT will be considered.

- 12.5 Bidder shall include all taxes on income and other taxes payable by the bidder in accordance with the Laws of Sri Lanka.
- 12.6 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. This rate is applicable for all extra works to complete the works in the Contract.

13. Currencies of Bid and Payment

Prices shall be quoted in Sri Lanka Rupees and the Contract Sum shall be paid in Sri Lanka Rupees.

14. Bid Security

- 14.1 The bid security is required to ensure the Bidder's compliance with the requirements of Bid.
- 14.2 A bid security which is encashable on demand equivalent to the sum as stated in the **Bidding Data** shall be furnished in one of the following forms. The format of security shall be as specified in the Bidding Document to indicate the requirement.
- (a) A Bank Guarantee issued by a bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
 - (b) A fixed deposit or a pass book of a 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, Sri Lanka.

- (c) A 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 bidding document.)
- (d) A certified cheque issued in favour of the National Water Supply and Drainage Board by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.
- (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.
- (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.

Note: However, the requirement of confirmation of Bid 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.

- 14.3 The validity of the above security shall be up to the date specified in the **Bidding Data**.
- 14.4 Any bid not accompanied by an acceptable bid security will be rejected by the Procurement Committee as non-responsive pursuant to clause 25 hereof.
- 14.5 Unsuccessful bidders' bid securities will be discharged and returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Board, pursuant to clause 15 hereof.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's executing and furnishing the Performance Security pursuant to clause 33 hereof.
- 14.7 The bid security shall be forfeited
 - (a) if a bidder withdraws his bid during the period of bid validity ; or
 - (b) if the bidder does not accept the correction of bid price pursuant to clause 26 or,
 - (c) in case of the successful bidder, if he fails within the specified time limit to
 - (i) furnish the required performance guarantee or
 - (ii) sign the Contract Agreement.
- 14.8 No interest will be paid on Bid Security.

15. Period of validity of Bid

- 15.1 Bids shall remain valid for a minimum period as mentioned in the **Bidding Data**. A bid valid for a shorter period may be rejected as non responsive.
- 15.2 In exceptional circumstances, the Employer may solicit the bidder's consent to an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing (or by facsimile). The Bid Security provided under clause 14 hereof shall also be extended accordingly. A bidder who may refuse the request shall not be liable for forfeiture of his bid security. A bidder who accepts the request shall not be permitted to modify his bid.

D. SUBMISSION OF BID

16. Format and Signing of Bid

- 16.1 The bidder shall prepare one original and one copy of the document comprising the bid as described in clause 11 hereof by clearly marking each "ORIGINAL" and "COPY" as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 16.2 The original and the copy of the Form of Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised. Proof of authorisation shall be furnished in the form of a written Power of Attorney which shall accompany the bid. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 16.3 The complete bid shall be without alterations, inter- lineation or erasures, except those to accord with instructions issued by the Board, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the persons signing the bid.

17 Alternative Bid(s) by Bidders

Each set of bidding documents shall contain only one offer. All alternative offers will be rejected without assigning reasons. If offers marked as offer 1,2 etc, offer 1 will be treated as original offer and the others as alternative offers. Bidders may purchase bidding documents in required number and may submit one or more independent offers. The independent offers shall be in separate set of bidding documents together with separate bid securities.

18. Sealing and Marking of Bid

- 18.1 The Bidder shall seal the original and the copy of the bid in separate envelopes (hereinafter called as inner envelopes) by duly marking the envelopes as "ORIGINAL" and "COPY", as appropriate, and then contain them in an outer envelope and seal.

- 18.2 The inner and outer envelopes shall:
- (a) be addressed as provided in the Clause 19.1 hereof.
 - (b) bear the name and identification number of the contract and
 - (c) provide a warning not to open before the specified time and date for the bid opening.
- 18.3 In addition to the identification required in sub clause 18.2 hereof, the outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late pursuant to clause 20 hereof.
- 18.4 If the outer envelope is not sealed and marked as instructed above, the Procurement Committee will assume no responsibility for the misplacement or premature opening of the bid submitted.

19. Deadline and Submission of Bid

- 19.1 Bids must be addressed to the Chairman, Procurement Committee, at the address specified in the **Bidding Data** and received not later than the time and date of the deadline for bid submission specified in the **Bidding Data**. In the event of the specified date for the submission of bids being declared a holiday, the bids will be received up to the specified time on the next working day.
- 19.2 Bids may be sent by registered post or delivered personally by the bidders or their agents, to reach the address specified in the **Bidding Data** before the deadline for submission of bids as aforesaid.
- 19.3 The Board may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with clause 9.3 hereof, in which case all rights and obligations of the Board and the bidders previously subject to the original deadline shall be construed as applicable from the extended date.

20. Late Bids

No bids will be accepted after the deadline for submission of bids. Any bid received after the deadline for submission of bids, will be returned unopened to the bidder.

21. Modification and Withdrawal of Bid

- 21.1 The bidder may modify or withdraw his bid after submission, provided that the modification or notice of withdrawal is received in writing by the Procurement Committee prior to the prescribed deadline in clause 19 hereof for submission of bids.
- 21.2 The bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in duplicate in accordance with the provisions of clause 18 hereof for the submission of bids, with the inner and outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 21.3 Subject to clause 24 hereof, no bid may be modified subsequent to the deadline for submission of bids.

- 21.4 Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified by the bid shall result in the forfeiture of the bid security pursuant to clause 14.7 hereof.
- 21.5 Bidders may offer discounts but shall specify the items for which discounts are made in case the bidders offer discounts without mentioning the items for which discounts are made, then the discount will be applicable proportionately to all items except for provisional sum (s). Bidders may modify the prices of their bids by submitting bid modifications in accordance with clause 21, or included in the original bid submission.

E. BID OPENING AND EVALUATION

22. Opening of Bids

- 22.1 The Bid opening Committee (BOC) appointed by the respective procurement committee will open Bids, including submissions made pursuant to clause 20 hereof, in the presence of Bidders' representatives who choose to attend, immediately after the deadline for Bid submission and in the place of bid opening. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening is declared a holiday the Bids shall be opened at that specified time and location on the next working day.
- 22.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Any Bid for which an acceptable notice of withdrawal has been submitted pursuant to clause 21 hereof and if BOC is satisfied with the content and authentication of the withdrawal letter, the bidders original bid should shall not be opened. But all the members of the BOC shall initial on the outer cover and keep in a secured place to return on the award of contract. Then envelopes marked "MODIFICATIONS" should be placed with the respective "Original" bid and "Modification" shall be opened first and modifications proposed shall be read out. Then the respective "Original" shall be opened and read out. Completion of all the bids that have been modified, envelopes marked "ORIGINAL" of other bidders shall be opened and readout subsequently.
- 22.3 The Bid Opening Committee shall read out the following at the bid opening committee.
- a) Name and address of the bidder (if joint venture read the name of the joint venture)
 - b) Absence or presence of the bid security; All members of the committee shall initial the bid security;
 - c) The bid price given in words in the form of bid; if the bid price is not given in words the bid price given in figures; if bid price is not filled in the form of bid, the respective price given in the BOQ or Price Schedules;

Whether the announced prices are inclusive or exclusive of VAT shall be indicated clearly.

- d) If the contract will be awarded as a whole the announcement of final bid price is suffice; If contracts will be awarded in different items or lots such prices shall be announced;
- e) The discounts offered shall be announced separately by clearly indicating that the announced prices are inclusive or exclusive of discounts.
- f) Any other information that the BOC consider as relevant. However, the details of the make-up of the bid price shall not be read out.

22.4 After opening original of each and read out the relevant information, the BOC shall resealed the envelopes before handing over the documents to the PE. The PE shall hand over the bid documents to the chairman of TEC in sealed form.

22.5 The Bid Opening Committee will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub clause 22.3 hereof.

23 Confidentiality of the Process

Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful bidder has been announced.

Any effort by a bidder to influence the Procurement Committee and / or the Employer in processing of bids or award decisions may result in the rejection of his bid.

24. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Procurement Committee may, at its discretion, ask the Bidder for clarification of his bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted, for evaluation of the bids in accordance with clause 27 hereof.

25. Examination of Bids and Determination of Responsiveness

25.1 Prior to the detailed evaluation of bids the Procurement Committee will determine whether each Bid,

- a) meets the eligibility criteria defined in clauses 2 and 3 hereof.

- b) has been properly signed as per Cl 16 hereof.
- c) is accompanied with the required Bid security as per Cl 14 hereof
- d) with sufficient bid validity period as per Cl 15 hereof
- e) completeness of the offer with all required documents

25.2 A substantially responsive bid is one which conforms to Cl 25.1 hereof, without material deviation or reservation.

A material deviation or reservation is one,

- a) Bidder requires price fluctuation whereas bidding document specifies otherwise,;
- b) Deviation from bid documents which affects the bid price but cannot be given monetary value;
- c) Departure from technical specifications of critical nature;
- d) Absence of documents intended to substantiate the legitimacy of the bid (i.e that the Bid is not a ‘ speculative’ ,’exploratory’ or ‘wait and see’ Bid) or proof of reliability of the equipment offered.
- e) Bidder proposes to subcontract major components of the work against the conditions provided.
- f) Conditional bids
- g) Un acceptable technical features
- h) Bids which are not responsive to critical, technical or commercial requirements in the bidding document.

25.3 If a bid is not substantially responsive, it will be rejected by the Procurement Committee, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26 **Correction of Errors**

26.1 Bids determined to be substantially responsive will be checked by the Procurement Committee for any arithmetic errors.

Errors will be corrected by the Procurement Committee as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity,

i) the unit rate as quoted will govern,

ii) unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

26.2 If the bid price changes by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder.

25.3 If the bidder does not accept the corrected amount of Bid, its Bid shall be rejected, and the bid security shall be forfeited in accordance with Clause 14.7 (b)

27. Evaluation and Comparison of Bids

27.1 The Procurement Committee will evaluate and compare bids previously determined to be substantially responsive, pursuant to clause 25 hereof.

27.2 In evaluating the bids the Procurement Committee will determine for each bid the evaluated bid price by adjusting the bid price as follows:

a) Making any correction of errors pursuant to clause 26 hereof.

b) Discounts , if any

c) Evaluation of Acceptable omissions (line items or parts of work)

d) Conversion to a common currency

e) Delivery periods of completion times

f) Adjustment for various minor deviations

g) The availability of after sale services and spare parts(If applicable)

h) The acceptable departures of warranties

i) Omissions/Missing items

j) The bid price should be adjusted to account for items not included in the bid, provided that the bid,

i Can be accepted as substantially responsive on account of the unquoted items being not of a critical nature, and

ii Value of such items is marginal

- 27.3 For the evaluation purposes the rates and prices in the BOQ will be considered to be excluding VAT. Any notes or remarks by bidders contrary to this will be disregarded.

F. AWARD OF CONTRACT

28. Post Qualification

- 28.1 Subject to procedures if provided under Sub-Clause 27.1 under Bidding Data and subject to Clause 30 below, the Employer will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be eligible and qualified in accordance with the provisions of the bidding document.
- 28.2 In the absence of pre qualification, the Procurement Committee will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive Bid is qualified to satisfactorily perform the Contract.
- 28.3 The determination will take into account the Bidder's financial, technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bid, pursuant to clause 11 here of, as well as such other information as the Procurement committee deems necessary and appropriate.
- 28.4 A affirmative determination will be a pre requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Board will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29. Board's Right to vary Quantities at the Time of Award

The Board reserves the right at the time of Award of Contract to increase or decrease by up to 25 percent the quantities specified in the Bills of Quantities without any change in unit rates or other terms and Conditions including discounts offered.

30. Right of the Procurement Committee to Accept any bid and to Reject any or all Bids

The Procurement Committee reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders any obligation to inform the affected bidder or bidders of the grounds of the Procurement Committee's action. The Procurement Committee reserves the right to award the bid in whole or in Bill wise.

31. Notification of Award

- 31.1 Prior to the expiration of the period of bid validity prescribed by the Board the Board will notify the successful bidder by registered letter or by facsimile that his bid has been accepted. This letter (hereinafter called the “Letter of Acceptance”) will state the sum to be paid to the contractor in consideration of the execution and completion of the service as per the Bill of Quantities.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful bidder's furnishing of performance security in accordance with the provisions of clause 33 hereof the Board will promptly notify each of the unsuccessful bidders and will discharge their bid securities, pursuant to clause 14 hereof.

32. Signing of Contract

- 32.1 The successful bidder will be required to sign a Contract Agreement. The Contract Agreement must be executed within twenty eight (28) days after the receipt of the Letter of Acceptance of Bid.
- 32.2 The Contract Agreement will be prepared by the Board. The Bidder will be required to pay the stamp duty in accordance with the law relating to stamp duty in Sri Lanka. Prevailing rate of stamp duty on contracts for supply of goods is prescribed in the **Bidding Data**.
- 32.3 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. 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.

33. Performance Security

- 33.1 Within fourteen (14) days of the receipt of the notification of the acceptance of the contract by the Board, the successful Bidder shall furnish to the Board a Performance security encashable on demand in accordance with the Clause 4.4 Conditions of Contract, in the format of Performance security provided in the Bidding Document. The amount of Performance Guarantee shall be as specified in the Bidding Data. The security shall be issued as stated below from any one of the following forms.
- 33.2 On due performance of the Contract in all respects and issuance of the Final Acceptance Certificate by the Engineer, the Performance Security will be returned to the Contractor without any interest.
- 33.3 Failure of the successful bidder to comply with the requirements of clause 33 or clause 34 hereof shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security, in which event the Board may make the award to the next lowest evaluated bidder or call for new bids.

34 Advance payment

The Board will pay advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **Bidding Data**. The Advance Payment Guarantee shall be a bank guarantee in the form prescribed in the bidding document for the amount requested.

35 Fraud & Corruption

- 35.1 Contractors and officials shall ensure that they maintain strict confidentiality throughout the bidding process.
- 35.2 Officials shall refrain from receiving any personal gain from any procurement action. No gifts or inducement shall be accepted. Suppliers/Contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

2. GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1.0 General Provisions

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- (1.1.1) "**Contract**" is the Contract between the Employer and the Contractor to execute the works and shall include the documents listed in Clause 1.3.
- (1.1.2) "**Contract Price**" means the amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with provisions of the Contract.
- (1.1.3) "**Specification**" means the specification of the works included in the Contract and any modification or addition made or approved by the Engineer.
- (1.1.4) "**Initial Contract Price**" means the amount stated in the Letter of Acceptance.
- (1.1.5) "**Letter of Acceptance**" means the letter signed and issued by the Employer accepting the Bid submitted by the Contractor for the execution and completion of the Works.
- (1.1.6) "**Drawings**" means the Employer's drawings of the Works, and any variations to such drawings..
- (1.1.7) "**Contract Data**" means the completed pages entitled Contract Data, which forms part of the conditions of contract.

Persons

- (1.1.8) "**Employer**"/ "**NWSDB**"/ "**Board**" means the Party named in the **Contract Data**, who employs the Contractor to carry out the Works.
- (1.1.9) "**Contractor**" means the person(s) who's Bid to carry out the Works has been accepted by the Employer and named in the Agreement.
- (1.1.10) "**Engineer**" is the person named in the **Contract Data** (or any other competent person appointed by the Employer and notified to the Contractor) who is responsible for administering and supervising the execution of the Works. Such person may be an Engineer, architect or any other technical person. In the absence of such appointment the Employer himself.

(1.1.11) “**Adjudicator**” is the person appointed in accordance with Sub Clause 14.2 jointly by the Employer and the Contractor or by the Institute for Construction Training and Development (ICTAD) as the case may be for determination of the disputes in the 1st instance, as provided for in Cl. 14.1 hereof.

Dates, Times and Periods

(1.1.12)“**Start Date**” means the date 7 Days after the issue of Letter of Acceptance or any other date agreed between the Employer and Contractor.

(1.1.13)“**Day**” means a calendar day.

(1.1.14)“**Intended Completion Date**” means the date for completion of the Works as stated in the **Contract Data**.

Money and Payment

(1.1.15)“**Cost**” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

Other Definitions

(1.1.16)“**Contractor’s Equipment**” means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

(1.1.17)“**Site**” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

(1.1.18)“**Variation**” is an instruction given by the Engineer which varies the Works, which is instructed or approved as a variation under Sub Clause 9

(1.1.19)“**Works**” means all the work to be performed by the Contractor specified in the **Contract Data** including temporary work and any variation.

(1.1.20)“**Party**” means either or both the Employer or the Contractor as the context requires.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations;

Words importing the singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the contract are to be taken as mutually explanatory of one another;

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary instructions to the Contractor;

The priority of the documents shall be in accordance with the order as listed below:

1. The Contract Agreement
2. The Letter of Acceptance
3. Memorandum of understanding (if any)
4. Contractor's Bid
5. Bidding Data and Contract Data
6. These Conditions of Contract
7. The Specifications
8. The Drawings
9. Bills of Quantities
10. Any other Document (if any)

1.4 Law

The law of the Democratic Socialist Republic of Sri Lanka is applicable.

1.5 Communications

Communication by any person under the Contract can be written in official language and/or English.

2.0 The Employer

2.1 Execution of Contract

The Employer shall ensure that the Contract is executed within 14 Days after the date of the Letter of Acceptance.

2.2 Provision of Site

The Employer shall provide the Site and right of access to Site before the Start Date.

2.3 Engineer's Instructions

The Contractor shall comply with all instructions given by the Engineer in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Employer or the Engineer shall affect the Contractor's obligations.

3.0 Engineer

3.1 Engineer's Decisions

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor.

3.2 Engineer's Representative

The Engineer may delegate to such person or persons such of the powers, directions and authorities vested in him as he may think fit. Such person (referred to as "the Engineer's Representative") will be named in the **Contract Data**

4.0 Contractor

4.1 General Obligations

The Contractor shall ;

- carry out the works properly and in accordance with the Contract;
- provide all supervision, labour, materials, plant and contractor's equipment which may be required.

All Materials and Plant on site shall be deemed to be the property of the Employer.

4.2 Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3 Subcontracting

The Contractor shall not subcontract:

- the whole of the Works;
- any part of the Works without the consent of the Engineer.

4.4 Performance Security

The Contractor shall deliver to the Employer within 14 Days of the Letter of Acceptance a Performance Security.

- to an amount stated in the **Contract Data**;
- in a format in section 9 of bidding document.
- The security shall be issued in one of the following forms.
 - a) A Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
 - b) A fixed deposit or a pass book of a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka, with deposit made in the name of the National Water Supply and Drainage Board.
 - c) A Sri Lanka Rupee cash deposit to the National Water Supply and Drainage Board.
 - d). A certified cheque issued in favour of the National Water Supply and Drainage Board by a bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

Note: However, the requirement of confirmation of Bid 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.

5.0 Employer’s Liabilities / Risks

5.1 Employer’s Liabilities/ Risks

In this Contract, Employer’s Liabilities / Risks mean;

- war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- rebellion, terrorism, revolution, insurrection, military or usurped power or civil war, within the Country;
- riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works;
- use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions;
- Force Majeure;
- a suspension unless it is attributable to the Contractor's failure;
- any failure of the Employer;
- physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the Contractor immediately noticed to the Employer;
- any delay or disruption caused by any Variation;
- any change in Law on or after the date 14 Days prior to the deadline for submission of bids for the Contract.
For purposes of this sub clause, change in Law means the enactment of any new Law or a change to existing legislation and the repeal of, or modification of existing laws of the country, including any regulations made, and/or directives issued thereunder, or a change in the judicial interpretation and the application of any Law by a competent Court as compared to such interpretation or application by a Court prior to the date of this agreement, and which relates to taxation or imposes rationing proscribing any activity or relates to duties and other import/export levies which in each case is beyond the control of the Contractor and materially affects the performance of the Contractor's responsibilities under the Contract.

- Losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work; and
- Damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.
all of which would entitle the Contractor to an extension to the Intended Completion Date under Clause 6 and/or right to claim under Clause 9 hereof.

6.0 Time for Completion

6.1 Execution of the Works

The Contractor shall;

- commence the Works in the Start Date;
- proceed expeditiously and without delay;
- complete the Works within the Intended Completion Date

6.2 Programme

The Contractor shall submit a programme for the Works to the Engineer;

- within 7 Days of delivery of the Letter of Acceptance;
- in a form acceptable to the Engineer (Refer Appendix 4).

6.3 Extension of Time

- Subject to Clause 9.0 hereof, the Contractor shall be entitled to an extension to the Intended Completion Date if he is or will be delayed by any of the Employer's Liabilities/ Risks.
- On receipt of an application from the Contractor, the Engineer shall;
 - Consider all supporting details provided by the Contractor;
 - Extend the Intended Completion Date as appropriate.

6.4 Late Completion

If the Contractor fails to complete the Works within the Intended Completion Date, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the **Contract Data** for each Day of Delay until actual completion of work or performance, up to a maximum deduction of (10%) of the Contract Price. Once the maximum is reached, the Employer may consider termination of the Contract with encashing the Performance Guarantee and recovering any other damages incurred by him.

7.0 Taking-Over

7.1 Completion

The Contractor may notify the Engineer when he considers that the Works are completed.

7.2 Taking-over Notice

- The Engineer shall notify Contractor when he considers that the Contractor has completed the Works stating the date accordingly;
- Alternatively, the Engineer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly;
- The Employer shall take-over the Works upon the issue of this notice;
- The Contractor shall promptly complete any outstanding Work subject to Clause 8.0

8.0 Remedying Defects

8.1 Remedying Defects

- The Engineer may at any time prior to expiry of the period stated in the **Contract Data** calculated from the date of taking over notice under Sub-Clause 7.2 notify the Contractor of any defects or outstanding Works;
- The Contractor shall remedy at no cost to the Employer any defects due to the equipments, materials, accessories or workmen ship not being in accordance with the Contract;
- The cost of remedying defects at attributable to any other cause shall be valued as variation;
- Failure to remedy any defects or complete outstanding work within a reasonable time of the Engineer's notice shall entitle the employer to carryout all necessary work at the Contractor's cost.
- Engineer will issue an "Completion Certificate" upon remedying all defects acceptable to the Engineer.

9.0 Variations and Claims

9.1 Right to Vary

The Engineer may instruct variations.

9.2 Valuation of Variations

Variations shall be valued as follows;

- a) at a lump sum price agreed between the Engineer and the Contractor;
- b) where appropriate, at rates in the Contract; however, if the final quantity of the work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent, provided the change exceeds one (1) percent of the Initial Contract Price, an appropriate new rates, as may be agreed shall be used for the excess quantity.
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which;
- d) at appropriate new rates, as may be agreed or which the Engineer considers appropriate.

9.3 Early Warning

- A party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment;
- The Contractor shall take all reasonable steps to minimize these effects
- The Contractor's entitlement to extension to the Intended Completion Date or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

9.4 Right to Claim

- If the Contract incurs Cost as a result of any of the Employer's Liabilities/ Risks, the Contractor shall be entitled to the amount of such Cost;
- If as a result of any of the Employer's Liabilities / Risks, it is necessary to change the Works, this shall be dealt with as a Variation;

9.5 Variation and Claim Procedure

- The Contractor shall submit to the Engineer an itemized make-up of the value of variations and claims within 28 Days of the instruction or of the event giving rise to the claim;
- The Engineer shall check and if possible agree the value. In the absence of agreement, the Engineer shall determine the value.

10.0 Contract Price and Payment

10.1 Advance Payment

- The Employer shall make advance payment to the Contractor within 14 Days after Contractor furnishing a unconditional guarantee;

- The amount of advance shall be equivalent to **20% of the Initial Contract Price** (less provisional sums and contingencies);
- The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the Contract Data of completed percentages of the Works on a payment basis;
- The advance payment shall be repaid in full when the total certified value of work reaches 90% of the Initial Contract Price;
- The Advance Payment Guarantee shall be a bank guarantee in the format of advance payment Guarantee included in the bidding document and shall be issued from any one of the following forms
 - A Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
 - A fixed deposit or a pass book of a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka, with deposits made in the name of the National Water Supply and Drainage Board, Sri Lanka.
 - A Sri Lanka Rupee cash deposit to the National Water Supply and Drainage Board, Sri Lanka.
 - A certified cheque or a Bank draft issued by a bank operating in Sri Lanka approved by the Central Bank of Sri Lanka in favour of the National Water Supply and Drainage Board, Sri Lanka.
 - 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.
 - 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.

Note: However, the requirement of confirmation of Bid 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 guarantee shall remain effective until the advance payment has been repaid.

10.2 Interim/ Monthly Payment

- The Contractor shall submit the Employer a statement showing the value of the work executed less the cumulative amount certified previously;
- The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor, within 14 Days of the receipt of the Contractor's statement.
- Completed drawings to be submitted to the billed part when making requests for a interim payment.
- Within 14 Days of delivery of each certificate by the Engineer, the Employer shall pay to the Contractor the amount shown in the certificate less retention stated in the **Contract Data**;
- No deductions shall be made for retention after the total amount deducted as retention reached the amounts stated in the **Contract Data**;
- The Employer shall not be bound by any sum previously considered by him to be due to the Contractor;

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10.3 Payment at Completion

The Contractor shall supply the Engineer with a detailed account of the amount that the Contractor considers payable under the Contract within 21 Days after issuing of "taking over notice as per Sub Clause 7.2" stating the date of completion of works and the acceptance. The Engineer shall certify any payment that is due to the Contractor within 42 Days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 14 Days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide in the amount payable to the Contractor and issue a payment certificate. The Employer shall pay the contractor the amount certified within 28 Days of the issue if Engineer's certification on the amount due. The contractor will be entitled to interest rate and the same manner as stipulated in Clause 10.9 if payments as stipulated herein are delayed.

10.4 Release of Retention payment

- Within 42 Days of the completion of the Defects Notification Period and completing of outstanding work as per Clause 8 above, the Contractor shall submit a final account to the Engineer together with any documentation reasonably required to enable the Engineer to ascertain the final contract value.
- Within 28 Days after the submission of this final account, the Engineer shall certify the amount due to the Contractor;
- If the Engineer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making certification;

- Employer shall pay to the Contractor the amount due, within 21 Days of receipt of the certificate from the Engineer.

10.5 Currency

Payment shall be in Sri Lanka Rupees only.

10.6 Delayed Payment

- If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment.
- Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest of 1% over the lending rate of the Central Bank of Commercial Banks.

10.7 Price Adjustment

Unless otherwise stated in **Contract Data**, prices shall not be adjusted for fluctuations in the cost of inputs.

10.8 Subsequent Legislation

If, after the date 14 Days prior to the latest date for submission of bids for the Contract;

- changes to any Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority; or
- introduction of any such State Statute, Ordinance, Decree, Law, regulation or by-law.

Which causes additional or reduced cost to the Contractor, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the employer.

10.9 Taxes and Duties

10.9.1 The Contractor shall be entirely responsible for all taxes, stamp duties, license fees, etc. including all costs stipulated in Preamble Notes on Pricing incurred until completion of the contract.

10.9.2 The Contractor shall comply with the regulations of the Department of Inland Revenue of Sri Lanka for payment of Value Added Tax, Profit Tax and other taxes arising out of the Contract.

10.9.3 National Water Supply & Drainage Board is a VAT registered institution according to Value Added Tax Act No. 14 of 2002. The VAT registration number of NWSDB is 4090 31820 7000. The contractors who are VAT liable shall issue VAT invoices specifically stated as 'TAX INVOICES' to NWSDB including their VAT registration numbers and showing bill amounts and applicable VAT separately along with the requests for payments. The date of TAX INVOICE shall be within 28 days of work done

11.0 Default

11.1 Default by Contractor

Engineer may give notice referring to this Sub-Clause and stating the default of the Contractor;

- abandons the Works;
- refuses or fails to comply with a valid instruction of the Engineer;
- fails to proceed expeditiously and without delay despite a written complaint; or
- in breach of the Contract.

If the Contractor has not taken all practicable steps to remedy the default within 14 Days after the Contractor's receipt of the Engineer's notice, the Employer may by issuing a letter within a further 21 Days, terminate the Contract.

The contractor shall then demobilize from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in his letter is to be used until the completion of the Works.

If the Contractor has engaged in corrupt or fraudulent practices, in completing for or in executing the Contract, the Employer may, after given 14 Days notice to the Contractor, terminate the Contract.

For the purpose of this Sub-Clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution;

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

11.2 Default by Employer

- Contractor may give notice to the Employer referring to this Sub-Clause and stating the default;
 - if the Employer delayed the payments due to the Contractor for more than 42 Days; or
 - if the Employer is, despite a written complaint, in breach of the Contract; or
 - the Engineer is not carrying out his obligations.
- If the default is not remedied within 14 Days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works;
- If the default is not remedied within 28 Days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 Days, terminate the Contract;
- The Contractor shall then demobilize from the Site.

11.3 Insolvency

- If a Party is declared insolvent under any applicable law, the other Party may be notice terminate the Contract immediately;
- The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

11.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following;

- a) any sums to which the Contract is entitled under Sub-Clause 9.4
- b) any sums to which the Employer is entitled;
- c) if the Employer has terminated under Sub-Clause 11.1 or 11.3 the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination;
- d) if the Contractor has terminated under Sub-Clause 11.2 or 11.3, the Contractor shall be entitled to the Cost of his suspension and demobilization.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

12.0 Risk and Responsibilities

12.1 Contractor's Care of the Works

- The Contractor shall rake full responsibility for the care of the Works from the Start Date until the date of the Engineer's notice under sub-Clause 7.2;
- Responsibility shall then pass to the Employer;
- If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract;
- Unless the loss or damage happens as a result of an Employer's Liability / Risk, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of Contract, by negligence or by other default of the Contractor, his agents or employees.

12.2 Force Majeure

- For the purposes of this Contract "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- For the avoidance of doubt, Force Majeure shall not include the inability of the Employer to make payments that are due to the Contractor, under the term of this Contract.
- If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately;.
- If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, de-mobilize the Contractor's Equipment.

- If the event continues for a period of 84 Days, either Party may then give notice of termination which shall take effect 28 Days after the giving of the notice.
- After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following;
 - a) any sums to which the Contractor is entitled under Sub-Clause 9.4;
 - b) the Cost of his suspension and demobilization;
 - c) any sums to which the Employer is entitled.
- The net balance due shall be paid or repaid within 28 days of the notice of termination.

13.0 Insurance

13.1 Extent of Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances to the amounts given below, in the joint names of the Employer and Contractor.

- a) 110% of the Initial Contract Price, for loss and damage to the Works, Materials and Plant;
- b) Full replacement cost for the Contractor's Equipment;
- c) To the amount stated in the **Contract Data**, per any event for liability of both Employer and the Contractor for loss, damage, death or injury to third Parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works; and

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurance cover to the amount not less than the amount stated in the **Contract Data**, per any event for liability of both Employer and the Contractor and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees. The Contractor's liability for personal injury or death of workmen shall be as provided for in the Workmen's Compensation Act and any other statutory modifications or amendments thereto.

13.2 Failure to Insure

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the

premiums due and recover the same with an additional charge of 30% of the premiums paid, as a deduction from any other monies due to the Contractor.

14.0 Resolution of Disputes

14.1 Amicable Settlement

- 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 purchaser and the supplier.
- The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- If after thirty (30) days from the commencement of such informal negotiation the Purchaser and the Supplier 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 14.2 herein. These mechanisms may include, but not restricted to, condition mediated by a third party, adjudication in an agreed national forum and/or arbitration.

14.2 Dispute Adjudication Board(DAB)

14.2.1 Appointment of the Dispute Adjudication Board (DAB)

Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance 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.

14.2.2 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 Institute for Construction Training and Development (ICTAD) 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 (ICTAD).

14.2.3 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 14.2.4 [Failure to Comply with Dispute Adjudication Board's Decision] and Sub-Clause 14.2.5 [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.

14.2.4 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 14.3 [Arbitration]. Sub-Clause 14.2.3 [Obtaining Dispute Adjudication Board's Decision] shall not apply to this reference.

14.2.5 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 14.2.3 [Obtaining Dispute Adjudication Board's Decision] shall not apply, and
- (b) the dispute may be referred directly to arbitration under Sub-Clause 14.3 [Arbitration]

14.3 Arbitration

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 of the arbitration shall be Colombo, Sri Lanka.

3. FORM OF BID AND QUALIFICATION INFORMATION

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND DRAINAGE
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

.....Water Supply Scheme

Tender For Topographical Surveying Works at

CONTRACT No.:

FORM OF BID

To: The Chairman, Ministry Procurement Committee
Ministry of Urban Development,
Water Supply and Drainage,
No.35, 'Lakdiya Medura',
New Parliament Road,
Pelawatta,
Battaramulla,

Gentleman,

1. Having examined the Bidding document including 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 Sri Lankan Rupees
.....(amount in words)
(LKR..... (amount in figure)) 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 for the period of (.....)Days [Insert Relevant number of days] from the date fixed for receiving 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. We accept that the adjudicator shall be appointed when need arises.
6. 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 :
Designation :
Address :
.....
Witness :
Signature
Name
Address.....
.....

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND DRAINAGE
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

.....**Water Supply Scheme**

Tender For Topographical Surveying Works at

CONTRACT No.:

FORM OF BID

To: The Chairman, Department Procurement Committee
National Water Supply & Drainage Board
Galle road, Ratmalana.

Gentleman,

1. Having examined the Bidding document including 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 Sri Lankan Rupees
.....(amount in words)
(LKR..... (amount in figure)) 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 for the period of (.....)Days [Insert Relevant number of days] from the date fixed for receiving 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. We accept that the adjudicator shall be appointed when need arises.
6. 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 :
Designation :
Address :

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

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND DRAINAGE
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

.....**Water Supply Scheme**

Tender For Topographical Surveying Works at

CONTRACT No.:

FORM OF BID

To: The Chairman, Regional Procurement Committee
National Water Supply & Drainage Board
.....,
.....(*Insert Relevant RSC Address*).

Gentleman,

1. Having examined the Bidding document including 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 Sri Lankan Rupees(amount in words) (LKR..... (amount in figure)) 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 for the period of (*.....*)Days [*Insert Relevant number of days*] from the date fixed for receiving 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. We accept that the adjudicator shall be appointed when need arises.
6. 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 :
Designation :
Address :
.....
Witness :
Signature
Name
Address.....
.....

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND DRAINAGE
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

.....**Water Supply Scheme**

Tender For Topographical Surveying Works at

CONTRACT No.:

FORM OF BID

To: The Chairman, Project Procurement Committee
National Water Supply & Drainage Board

.....,
.....(*Insert Relevant Project Office Address*).

Gentleman,

1. Having examined the Bidding document including 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 Sri Lankan Rupees
.....(amount in words)
(LKR..... (amount in figure)) 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 for the period of (*.....*)Days [*Insert Relevant number of days*] from the date fixed for receiving 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. We accept that the adjudicator shall be appointed when need arises.
6. 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 :
Designation :
Address :

Witness :
Signature
Name
Address.....

4. BIDDING DATA AND CONTRACT 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 supercede the Content in the Instructions to Bidders is Volume 1 of This Document.

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 supercede the Content in the General Conditions of Contract.

(Note: What is given in italic letters are guide lines to prepare the Contract Data and they shall be removed offer preparation of the Contract Data.)

G. Bidding Data

(Please note that the Clause nos. given hereunder are that of Instructions to Bidders)

Instructions to Bidders

Clause Reference

- (1.1) The Works consists of _____

located at _____
- (2.2) That the Contractor shall have completed a surveying work of at least km / area of hectares during the last three years. List of such contracts and certified copies of award letters and completion certificates of such contracts shall be submitted with the tender in the form given in Appendix 1.
- (2.4b) Qualifications and experience of key Technical staff proposed for the Contract should be as per the Appendix 2
- (2.4c) In case of a surveying firm,
The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than Rs.
(Documentary evidence to justify shall be submitted. Generally financial requirement for 3 months period shall be indicated)
- (4) The source of funds is
- (6.1) Contact Person & Address for site visit is
.....
.....
.....
Contact number
- (9.2) The Address for the purpose of acknowledgment of Addenda
.....
.....
.....
- (14.2) Bid Security shall be:
• for an amount

(14.3) • Valid until(give a Date)

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

(19.1) The Bids shall be addressed to

The Chairman, Ministry Procurement Committee,
C/o, Director (Tenders),
Ministry of Urban Development, Water Supply and Drainage,
No.35, 'Lakdiya Medura',
New Parliament Road, Pelawatta,
Bataramulla,

The deadline for submission of Bids shall be as specified in the IFB.

(19.2) Employer's address for the purpose of Bid submission is

The Chairman, Ministry Procurement Committee,
C/o, Director (Tenders),
Ministry of Urban Development, Water Supply and Drainage,
No.35, 'Lakdiya Medura',
New Parliament Road, Pelawatta,
Bataramulla,

(30) Add to Clause 30

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

After evaluation of Bids in accordance with the procedures described under Clauses 25, 26, 27, and 28 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 Water Supply and Drainage 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 Urban Development, Water Supply and
Drainage,
No.35, 'Lakdiya Medura',
New Parliament Road,
Pelawatta, Bataramulla,

(32.2) Cash Deposit : Rs. 50,000.00

The prevailing rate of stamp duty on contracts for execution of survey work is nil.

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

(34.1) Advance payment shall be limited to% of the Contract Price.

G. Bidding Data

(Please note that the Clause nos. given hereunder are that of Instructions to Bidders)

Instructions to Bidders

Clause Reference

(1.1) The Works consists of _____

located at _____

(2.2) That the Contractor shall have completed a surveying work of at least km / area of hectares during the last three years. List of such contracts and certified copies of award letters and completion certificates of such contracts shall be submitted with the tender in the form given in Appendix 1.

(2.4b) Qualifications and experience of key Technical staff proposed for the Contract should be as per the Appendix 2

(2.4c) In case of a surveying firm,
The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than Rs.
(Documentary evidence to justify shall be submitted. Generally financial requirement for 3 months period shall be indicated)

(4) The source of funds is

(6.1) Contact Person & Address for site visit is
.....
.....
.....
Contact number

(9.2) The Address for the purpose of acknowledgment of Addenda
Assistant General Manager(Tenders & Contracts),
National Water Supply & Drainage Board(NWSDB),
Galle Road, Ratmalana.

FAX 011 – 2635885

TEL. 011-2635885

- (14.2)** Bid Security shall be:
for an amount
- (14.3)** Valid until(give a Date)
- (15.1)** The Bid shall be valid for days from the date closing of the bids as specified in the IFB.
- (19.1)** The Bids shall be addressed to
The Chairman, Department Procurement Committee,
C/o, Assistant General Manager (Tenders Contracts),
National Water Supply and Drainage Board,
Galle Road, Ratmalana
- The deadline for submission of Bids shall be as specified in the IFB.
- (19.2)** Employer's address for the purpose of Bid submission is
The Chairman, Department Procurement Committee,
C/o, Assistant General Manager (Tenders Contracts),
National Water Supply and Drainage Board,
Galle Road, Ratmalana.
- (32.2)** The prevailing rate of stamp duty on contracts for execution of survey work is nil.
- (33.1)** The amount of Performance Security is 5% of the Initial Contract Price.
- (34.1)** Advance payment shall be limited to% of the Contract Price.

G. Bidding Data

(Please note that the Clause nos. given hereunder are that of Instructions to Bidders)

Instructions to Bidders Clause Reference

(1.1) The Works consists of _____

located at _____

(2.2) That the Contractor shall have completed a surveying work of at least km / area of hectares during the last three years. List of such contracts and certified copies of award letters and completion certificates of such contracts shall be submitted with the tender in the form given in Appendix 1.

(2.4b) Qualifications and experience of key Technical staff proposed for the Contract should be as per the Appendix 2

(2.4c) In case of a surveying firm,
The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than Rs.
(Documentary evidence to justify shall be submitted. Generally financial requirement for 3 months period shall be indicated)

(4) The source of funds is

(6.1) Contact Person & Address for site visit is
.....
.....
.....
Contact number

(9.2) The Address for the purpose of acknowledgment of Addenda
.....
.....
.....

(14.2) Bid Security shall be:
for an amount

Valid until(*give a Date*)

(14.3)

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

(19.1) The Bids shall be addressed to

The Chairman, Regional Procurement Committee,

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

The deadline for submission of Bids shall be as specified in the IFB.

(19.2) Employer's address for the purpose of Bid submission is

The Chairman, Regional Procurement Committee,

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

(32.2) The prevailing rate of stamp duty on contracts for execution of survey work is nil.

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

(34.1) Advance payment shall be limited to% of the Contract Price.

G. Bidding Data

(Please note that the Clause nos. given hereunder are that of Instructions to Bidders)

Instructions to Bidders Clause Reference

(1.1) The Works consists of _____

located at _____

(2.2) That the Contractor shall have completed a surveying work of at least km / area of hectares during the last three years. List of such contracts and certified copies of award letters and completion certificates of such contracts shall be submitted with the tender in the form given in Appendix 1.

(2.4b) Qualifications and experience of key Technical staff proposed for the Contract should be as per the Appendix 2

(2.4c) In case of a surveying firm,
The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than Rs.
(Documentary evidence to justify shall be submitted. Generally financial requirement for 3 months period shall be indicated)

(4) The source of funds is

(6.1) Contact Person & Address for site visit is
.....
.....
.....
Contact number

(9.2) The Address for the purpose of acknowledgment of Addenda
.....
.....
.....

(14.2) Bid Security shall be:
for an amount

Valid until(*give a Date*)

(14.3)

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

(19.1) The Bids shall be addressed to

The Chairman, Project Procurement Committee,
.....
.....
.....

The deadline for submission of Bids shall be as specified in the IFB.

(19.2) Employer's address for the purpose of Bid submission is

The Chairman, Project Procurement Committee,
.....
.....
.....

(32.2) The prevailing rate of stamp duty on contracts for execution of survey work is nil.

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

(34.1) Advance payment shall be limited to% of the Contract Price.

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)

(1.1.8) The Employer is

Name: National Water Supply and Drainage Board,

Address: Galle Road, Ratmalana

Authorized Representative of the employer is :

The Chairman/ Deputy General Manager/ Project Director,
National Water Supply & Drainage Board,

.....
..... *(Insert Relevant Address)*

(1.1.10) The Engineer is

General Manager,
National Water Supply and Drainage Board,
Galle Road, Ratmalana.

(1.1.14) The Intended Completion Date for the whole of Works shall be _____ days from start date

(1.1.19) The Works consists of

.....

.....

.....

.....

The Site is located at

.....

.....

(3.2) The Engineer's Representative is

.....

(4.4) The amount of Performance Security is 5% of the Initial Contract Price

(6.4) The liquidated damages for the whole of the Works shall be Rs _____ per Day.

The maximum amount of liquidated damages for the whole of the Works shall be 10 percent of the Initial Contract Price.

- (8.1) The Defects Liability Period is **Days** from the date of certificate of Completion of the Works
- (10.2) The retention from each payment shall be 10% percent of the certified work done.
The limit of retention shall be 5% percent of the Initial Contract Price.
- (10.7) The Contract Price is not subject to price adjustment
- (13.1) The minimum insurance covers shall be :
- (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
 - (c) The minimum cover for personal injury or death,
 - For third party and 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
- The minimum cover for personal injury or death,
- for the Contractor's workmen is Rs 1,000,000 per event , number of events are unlimited.
 - Contractor's employees other than workmen is Rs 1,000,000 per event , Number of events are unlimited.
 - Employer's Employees and Consultant Employees is Rs.1,000,000/= per event. Number of events are unlimited.

5. SPECIFICATIONS

SPECIFICATIONS FOR SURVEYING WORKS

SPECIFICATIONS FOR TOPOGRAPHICAL SURVEYING WORKS

1. Levels & Works

All the Survey Works should be carried out with respect to Sri Lanka National Grid (SLD 99). All levels shall be with respect to Mean Sea Level (M.S.L.) and connected to the Survey Department Bench marks and level lines shall be closed by taking fly levels up to the permanent bench marks.

The topographical surveys shall comprise of the following but not limited to;

- Survey plans for intake sites, pump house sites, ground/elevated reservoirs sites, office and stores sites etc., with contours with all available details.
- Detailed survey plan (Flat Plan) and longitudinal section along the proposed pipe routes.
- Bridge crossing plans
- Key plan including all the roads and sites surveyed.
- Plans for acquisition
- Contour plans

2. Longitudinal Section

Levels of the longitudinal sections shall be taken at 30 m intervals along existing roads including culvert details & Nos, flyovers, bridge crossings, bends, Byroads Node Nos. Junctions, special places, Type of Roads, Pathways or pipe line routes and they should be in accordance with the attached sample survey drawing (Refer Appendix A to the Specification). In cases where sudden changes occur such as steep slopes, levels at shorter intervals and at change points shall be taken.

LS for Sewerage

Spot levels will be taken at 20 m interval. Cross sections shall be taken at 20m interval and shall be extended up to the adjoining properties on either sides of the road with minimum one elevation within the property.

3. Detailed Survey Plan (Flat Plan)

The flat plan should have following details.

- a. Roads with names, junction names, names of special places like school, flyover, police etc., should be clearly marked. Canals, drains and streams both earthen and built up including ponds, marshes, etc. should also be accompanied. The plan area to be extended up to 4 m across either side of the edge of the road or carriageway.
- b. For bridges; Bridge No., No. of spans, length of span, width of carriage way, top and bottom elevations of slab/beams on a cross section of the bridge drawn to a scale specified in Cl. 7 hereof. The plan area to be extended up to 30 m across either side of the edge of the bridge for the full length + 20 m along either side of the bridge.
- c. For culverts; Culvert No., No. of rows/opening, diameter or internal width and height of each row/opening, height of deck, length between head walls and upstream & downstream levels. The plan area to be extended up to 10 m across either side of the edge of the culvert for the full length + 10 m along either side of the culvert.
- d. For crossings of any other structures/ features, detail plan to be given comprising all sides of the structure/feature to an extent of 10 m all sides from the edges.
- e. The levels and distances to be marked on the plan for enabling to account all special features and level changes within the considered area.
- f. The data provided on the plan shall be sufficient for the detail design of bridge crossings and culvert crossings.
- g. Existing water supply/sewer lines, cables, electrical/telecom posts, manholes, drains and gullies, location of gates and access to properties should be properly marked.
- h. Manholes should be described with the ownership such as SLT, NWSDB etc.,
- i. Any other important data useful for designing the pipe line shall also be included.

4. Plans for Acquisition

The survey of the required land shall be done to the Survey Department Specifications to facilitate the requirement of Section 2 & Section 05 of the land acquisition act. The outer boundaries of these lands should be defined with boundary stones.

5. Contour Plans

The contour surveys shall show all variations on the terrain and all natural & artificial features. The contour interval shall be decided according to the terrain & shall not be less than 0.1 m

6. Details of Structures

The dimensions such as height, width & length and the invert and sill levels, etc. of permanent bridges, culverts and any other structures should be taken with high accuracy.

Details of all Bridges shall be indicated on drawings drawn to a suitable scale except for standard culverts so that the pipe line proposed could be drawn with support details.

7. Drawings to be produced

The survey drawings produced according to the scope of work, shall be supplied on A3 sized drawings with the soft copies in AutoCAD format as described below.

a. Longitudinal Sections

Horizontal	1:2500	or	1:2000
Vertical	1:500		1:200

b. Detailed Survey Plan (Flat Plan)

An appropriate scale to suit in order to show full length of longitudinal section in the A3 drawing but not less than 1:200 scale.

c. Contour Plan

The contour plan shall be to a Horizontal scale of 1:250 or larger and the contour interval shall not be less than 0.1 m.

d. Acquisition plan

Scale : 1:1000 or 1:500.

All the details shall be indicated on the plan necessary for acquisition.

e. Key Plan

Scale : 1:10,000 or 1:5000

All the roads and sites surveyed shall be included.

Node Nos and BM Also should be included.

8. Bench Marks & Survey control stations

- i. Permanent bench marks tied to MSL and connected to the Survey Department bench marks should be established along the survey route approximately 1 km distance apart.
- ii. All bench marks should be established with 10mm diameter steel pin embedded in concrete so positioned to be readily accessible ,clear of traffic and water logged areas. Location of these bench marks should be sketched with tie measurements.
- iii. All such survey control stations should be established permanently and the location of these stations should be sketched with tie measurements.

9. Level Datum

- i. Levels mentioned on the drawings should be based on heights above Mean Sea Level.

10. Dimension

All dimensions should be in Metric Units and should have a minimum of two decimals.

11. Accuracies

- i. Horizontal control error of closure = $C\sqrt{(N^2 + E^2)}$ meters
= $1.58C\sqrt{(N^2 + E^2)}$ meters

Where N =Northing error of coordinate

E = Easting error of coordinate

- ii. Vertical control error of closure should be less than $C\sqrt{K}$ centimeters

C = 0.012

K = distance in kilo meters

12. Supervision

All related surveying and leveling works shall directly be supervised by the NWSDB during the execution and after the completion of the work. Hence it shall be the contractor's responsibility to provide all necessary Survey Department Bench mark values and GPS control station values with location sketches and obtain approval from the NWSDB. All other newly constructed temporary bench marks and control stations shall be referred there to.

13. Final Drawings and Data

All field notes of surveying, leveling and coordinate sheets, plotting sheets and calculation sheets to be submitted in legible form to the NWSDB and remain the property of the NWSDB.

All drawings (LS, flat plans, contour plans, acquisition plans, bridge crossings, etc) data shall also be submitted in soft copy.

All the plans and sketches should be produced on high quality drawing paper of Guage 112 gsm and the plotting should be in quality acceptable to the Engineer. All the drawings shall be submitted in a CD in Auto CAD format.

Bench file to be contained all bench marks used.
Sketched with tie measurements and values in a suitable format.

-

6. DEVIATIONS FROM SPECIFICATIONS

DEVIATIONS FROM SPECIFICATIONS

Preamble

The Bidder is required to list any deviations of Equipments, Accessories and 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 and also such deviation if any shall be subject to clause 25.2 (a) of Instructions to Bidders.

Deviations

Note:

Additional sheets should be attached as necessary

7. LIST OF DRAWINGS

LIST OF DRAWINGS

Drg. No.	Description

8. BILLS OF QUANTITIES

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

BILLS OF QUANTITIES

PREAMBLE

1. Attention is invited to the Instruction to Bidders, Bidding Data & Contract Data, Drawings, Form of Bid, the Form of Agreement, the Conditions of Contract, the Specifications and Drawings, which are to be read in conjunction with the Bills of Quantities.

In this Bills of Quantities the item descriptions identify the work that has to be carried out but the exact nature and extent of work to be performed is to be ascertained by reference to the Drawings, Specifications and Conditions of Contract as the case may be.

2. The rates and prices entered in the Bills of Quantities shall be deemed to be the full inclusive value of the work covered by the several items including the following unless expressly stated otherwise:
 - (i) Labour, plant, equipments and all costs in connection therein.
 - (ii) All general obligations, liabilities and risks involved in the execution of the works
 - (iii) Bonds, Guarantees, etc.
 - (iv) Establishment charges, overheads and profits.
 - (v) Supervision costs.
3. A price or rate shall be entered against each item, schedule, etc., in the Bills of Quantities whether quantities are stated or not. Items against which no price is entered shall be considered to be covered by or included with other prices or rates in the Bills of Quantities. No claim for omissions on the part of the Contractor will be entertained.
4. Bids which group several items together in the Bills of Quantities under one price will not be acceptable.
5. The quantities stated in the Bills of Quantities are estimates only. They are not be regarded as the exact quantity of work to be done or materials to be supplied and all work will be measured net as constructed for purposes of ascertaining the payment due in accordance with the contract.
6. Items marked "P Sum" in the Bills of Quantities are Provisional Sums and shall not to be executed unless ordered by the Engineer. This may be expended wholly or in part as directed by the Engineer.
7. Unless otherwise indicated in the relevant item in the Bills of Quantities, payment against lump sums will be made by equal monthly installments spread over the approved time of completion.

8. The following abbreviations are used in the Bills of Quantities and carry the meanings as listed hereby.

km	-	kilo metre
m	-	Linear metre
m ²	-	Square metre
nr	-	Number
MSL	-	Mean Sea Level
Ha	-	Hectare
Ac	-	Acre

9. No deviations, amendments or modifications to the Bills of Quantities (BOQ) or/and the construction drawings pertaining to the contract will be allowed unless the Engineer does authorize the Contractor in writing.
10. If the opinion of the Contractor is that a deviation, amendment or modification to the Bills of Quantities or/and construction drawings is necessary for the total completion of the works to the satisfaction of the Engineer, same shall be informed to the Engineer by the contractor in writing requesting an order.

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

CONTRACT FOR TOPOGRAPHICAL SURVEYING WORKS AT

.....
 **WATER SUPPLY SCHEME**
CONTRACT NO:

BILL No. 01

Note:

Item No.	CESMM3 Code No	Description	Qty.	Unit	Rate Rs. Cts.	Amount Rs. Cts.
		<u>CLASS A – GENERAL ITEMS</u>				
		<u>Allow for all costs and expenses for complying with the General Conditions of Contract and Specification.</u>				
		<u>Note : Any services specifically provided for will deemed to be included in the rates of items in the Bill of Quantities.</u>				
1.	A1 1-3	Provision for all under the Contract.				
2.		Establishment of permanent bench marks in MSL connected to Survey Department Bench Marks		Nr		
3.		Establishment of temporary bench marks in MSL connected to Permanent Bench Marks or Survey Department Bench Marks		Nr		
		Total of page no 8 - 3 carried to Summary in page 8 - 5				

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

CONTRACT FOR TOPOGRAPHICAL SURVEYING WORKS AT

.....
 **WATER SUPPLY SCHEME**
CONTRACT NO:

BILL No. 02

Item No.	CESMM3 Code No	Description	Qty.	Unit	Rate Rs. Cts.	Amount Rs. Cts.
1.		Surveying and preparation of detailed survey plan (Flat Plan) and longitudinal sections of pipe traces etc. as specified Both flat plan and longitudinal plans shall be marked junction nodes with GPS co-ordinates required bends (11 ¼, 22 ½, 45, 90), details of culverts/bridges etc as shown in the sample drawing.		km		
2.		Surveying and preparation of contour plans for sites with contour lines laid not less than 0.1 m, but showing all variations on the terrain as specified in the specifications.				
2.1		Extent of land <0.1 ha		Nr		
2.2		0.1 – 0.2 ha		Nr		
2.3		0.2 – 0.3 ha		Nr		
2.4		> 0.3 ha		Nr		
3.		Surveying and preparation of plans for Land Acquisition according to the requirements give in the specifications.				
3.1		Extent of land <0.1 ha.		Nr		
3.2		0.1 – 0.2 ha		Nr		
3.3		0.2 – 0.3 ha		Nr		
3.4		> 0.3 ha		Nr		
4.		Surveying and preparation of Bridge crossing plans showing all necessary details as given in the specifications		Nr		
		Total of page no 8 - 4 carried to Summary in page 8 - 5				

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

CONTRACT FOR TOPOGRAPHICAL SURVEYING WORKS AT

.....

..... **WATER SUPPLY SCHEME**

CONTRACT NO:

SUMMARY OF BILLS

Bill No.	From page No.	Description	Amount	
			Rs.	Cts.
01		General
02	
03	
04	
		Sub Total (1)		
		Less Discount (if any)		
		Sub Total (2)		
		Add Contingencies 10%		
		Total of Bid price carried to Form of Bid (excluding VAT) in page 3-1		

VAT Registration Number :

(A copy of the VAT Registration form should be annexed).

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

9. 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**

Tender For Topographical Surveying Works at
.....
CONTRACT No.:

FORM OF BID SECURITY

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

Beneficiary: The Chairman/ Deputy General Manager/ Project Director.
National Water Supply & Drainage Board,
..... *(Insert Relevant Address)*

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**

Contract For Topographical Surveying Works at

.....
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] as corrected in accordance with Instructions to Bidders and/or modified by a Memorandum of Understanding, is hereby accepted.

The adjudicator shall be appointed when necessity arises.

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

The Start Date shall be :(fill the date as per Conditions of Contract).
Contract Period is days from the Start 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 34 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, on Telephone No..... for further action on this contract.

.....
General Manager/Deputy General Manager (RSC.....)/Project Director (.....WSP)
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

Contract For Topographical Surveying Works at

.....

CONTRACT No.:

AGREEMENT

This AGREEMENT, is made and entered into on thisday of..... Two Thousand andby 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. 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.
3. 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, (NWSDB)/ DGM
 (.....)/PD (.....), National Water Supply and Drainage Board and
 Board Member of the National Water Supply and
 Drainage Board,.....
 (Insert Relevant RSC or Project Address) at on the day
 of Two Thousand and in the presence of the following
 Witnesses..

.....
 Chairman/Deputy General Manager/
 Project Director

.....
 Board Member/
 of.....WSP/.....of
 RSC.....

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 saidin
 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
Contract For Topographical Surveying Works at**

.....
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]* datedwith
you, for the*[insert*
"Execution"] of
[name of contract and brief description of Works] (hereinafter called " the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance 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
Capacity

.....
Seal

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

**Tender For Topographical Surveying Works at
.....
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 thereunder 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**

Contract For Topographical Survey Works at

.....
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 being 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 of 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)] of the guarantor

.....
Seal

Capacity

Witness Signature
 Name & Address
 Capacity

10. APPENDICES

APPENDIX 1 - DETAILS OF SIMILAR WORKS COMPLETED WITHIN THE LAST FIVE YEARS AND ONGOING SIMILAR ONES

Note Separate sheets for each year may be used.

Year	Name and Address of Employer	Name and details of Contract	Main or Sub Contractor	Value of Contract	Period of Contract	Remarks (Completed /ongoing etc.)	Value of work remaining incomplete
.....							
Total monetary value of survey works performed in year							
.....							
Total monetary value of survey works performed in year							
.....							
Total monetary value of survey works performed in year							
.....							
Total monetary value of survey works performed in year							
.....							
Total monetary value of survey works performed in year							

Note : Contractor's shall submit completion certificates for completed works and awarding letters and relevant client certificates for on going works for the proof of above furnished details.

**APPENDIX 2 - DETAILS OF KEY TECHNICAL STAFF & EQUIPMENTS
PROPOSED**

Note:

1. In case of Surveyors and Auto Cad Draftsman Bio-data should be submitted.

Item	Category	Qualification	Experience in years	No. proposed	
				By NWSDB	By Contractor
1.	Licensed Surveyor				
2.	Auto Cad Draftsman				
3.	Equipment <ol style="list-style-type: none"> 1. Total Station 2. Soft Ware Package 1. Level 2. Vehicle 3. Labourers 				

APPENDIX 3 - 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. (see note below).

Financial performance for the last 3 years

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 = Current Assets Current Liability			
Liquidity Ratio = Current Assets(except stock) Current Liability			
Gearing Ratio = Dept Capital x 1000 Total Capital Employed			
Turnover x 100 Total Operating Assets			
Net Profit x 100 Total Assets			

APPENDIX 4 - WORK PROGRAMME PROPOSED BY THE CONTRACTOR /SURVEYOR

Scheme : (To be filled by the Surveyor).....

Contract No : (To be filled by the Surveyor).....

Contractor :

Item No.	Description	Program (months)							
		1	2	3	4	5	6	7	8
	(Surveyor should provide major Components of the Surveying Works)								

APPENDIX 5 - 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]*

To : Chairman,
Procurement Committee
.....
.....

**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 6 – 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 here by 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