

REVISED ON 25-08-2020

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

MINISTRY OF WATER SUPPLY

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

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

BID FOR
(BUILDING & CIVIL MAJOR WORKS)

CONTRACT No.:

REVISED ON 25-08-2020

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

GALLE ROAD

RATMALANA.

.....
MONTH & YEAR

PREFACE TO THE
DOCUMENT NWSDB/SBD/02 /Civil-Major/Ver3

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

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

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

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

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

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

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

(This should not be included in the bidding document)

DOCUMENT ISSUANCE CERTIFICATE

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

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

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Volume 1 includes following sections

Section 1 - Instructions to Bidders

Section 3 - Conditions of Contract

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

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CHECK LIST BEFORE SUBMISSION OF BIDS

Bidders are advised to fill the following table:

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

Standard Bidding Document, Procurement of works, Major Contracts, ICTAD/SBD/02 Second Edition, - January 2007 Published by Construction Industry Development Authority (CIDA) is applicable in respect of this contract. Any changes to these Clauses in the Instructions to Bidders & Conditions of Contracts are indicated in Bidding data and contract data in Section 4 and 5 respectively.

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

VOLUME 2

INVITATION FOR BIDS

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

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

Bid for

INVITATION FOR BIDS (IFB)

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

Chairman

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

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

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Galle Road, Ratmalana, Sri Lanka

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF
NATIONAL WATER SUPPLY AND DRAINAGE BOARD
CONTRACT No.:
..... Water Supply Scheme
Bid for
INVITATION FOR BIDS (IFB)

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

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

Chairman

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

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

Chairman

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

INVITATION FOR BIDS (IFB)

To:
.....

..... **Project**

Bid for

CONTRACT No.:

Dear Sirs,

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

Chairman

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

INVITATION FOR BIDS (IFB)

To:

..... **Project**

Bid for

CONTRACT No.:

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9. Please confirm receipt of this letter immediately in writing. If you do not intend to bid, we would appreciate being so notified also in writing at your earliest.

Chairman

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

2. BIDDING DATA

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

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

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

Bidding Data

(Please note that the Clause numbers given here under are that of Instructions to Bidders)

Instructions to Bidders

Clause Reference

(1.1)

The Employer's Name and Address

Name : National Water Supply and Drainage Board

Address: Galle Road,
Ratmalana, Sri Lanka

(1.1)

Scope of works

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

located at

(1.2)

Time for completion

Intended Completion Date isDays from the
Commencement Date.

(1.3)

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

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

The Bid forms will be issued until _____

(2.1)

Source of Funds

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

(4.1)

Qualification Information

Add to the Clause 4.1

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

a)CIDA Registration
Registration number
Grade
Specialty
Expiry Date

b) Authorization to sign the bid on behalf of the Bidder

c)VAT Registration number ;

- d) Legal Status (*Sole proprietor, Partnership, Company etc.*).....
- e) Work Programme (*Format is given in Appendix 5*)
- f) Details of ongoing works for last five years;
(*Format is given in Appendix 1A*)
- g) Details of similar works completed during the last five years;(format is given in Appendix 1B)
- h) Details of other works (excluding similar works)within last five years;
(*Format is given in Appendix 1C*)
- i) Equipment proposed to carry out the Contract; (*Format is given in Appendix 3& 3A*)
- j) Qualifications and experience of key Technical staff and Construction Management Services proposed for the Contract;
(*Format is given in Appendix 2*)
- k) Bidder's financial statement for last 3 years (format is given in Appendix 4& 4A)
- l) Names of Manufacturers for the Supplied items under the contract.
- m)Name and address of the local accredited agent of above mentioned Manufactures under item no (l). (*Format is given in Appendix 16*)
- n) Provide Quality Management System Certificates (ISO 9001:2015) for the factories of above mentioned Manufactures under item no (l).
- o) Provide Product Conformity Certificate for the items Supplied items under the contract.
- p) Functional guarantees for the leak proof pipeline by the pipe manufacturer (*Format is given in Appendix 14A,14B, 14C*)
- q) Pre-shipment inspection of DI Pipes & Fittings by NWSDB engineers – check list (*Format is given in Appendix-13*)
- r) Pre-shipment inspection of PE Pipes & Fittings by NWSDB engineers – check list (*Format is given in Appendix-13A*)
- s) The bidder shall provide a certificate for the confirmation from WRAS (UK) or NSF International laboratories for the suitability for the drinking water purposes for PE Pipes & fittings.
- t) Bidder shall provide with Bid a valid Bid security for the amount and valid up to the date specified in the Bidding Document.
- u) Bidder shall duly filled and signed in the Form of Bid.
- v) Work plan and method statement (*specify in the Appendix 5*)
- w) Certificate of Registration of the Bidder as per the Act No. 3 of 1987 with the Registrar of Public Contract
- x) Work plan and method statement (specify in the Appendix 5)
- y) Certificate of Registration of the Bidder as per the Act No. 3 of 1987 with the Registrar of Public Contract.
- z) For Joint Venture Bidding following information shall be provided
 - i) Representatives of each Partner company in the Joint Venture should give the power of attorney for their nominated partner

for the Joint Venture. This shall be in the form of Power of Attorney by each Partner Company of JV.

ii) Copy of Joint venture agreement or Letter of Intent which includes each partners share in the Joint Venture and the work to done by each partner.

iii) Proposals regarding work methods, scheduling and Resources.

* Any other

(4.2 a) CIDA registration required

CIDA registration required for this contract

Specialty

Grade

(4.2 b) Average annual volume of construction work

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

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

(ii) If contract period is more than one year, 1.5 times annual value of the proposed work ^{*1}

**1 Annual Value of proposed work,*

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

(4.2 c) Minimum Qualification

Add to the Clause

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

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

Over the last five years

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

For Water Tower –

1. Below 300 m³ capacity– Any type of Water Tower

2. Above 300 m³ and below 1000 m³ capacity– Similar type Water Tower

3. Above 1000 m³ capacity - Similar type but min. of 1000 m³ capacity.

For Reservoirs – above 450 m³ capacity – minimum of 450 m³ capacity reservoir

below 450 m³ capacity – same capacity reservoir

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

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

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

For DI piping :

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

(4.2 d) Essential Equipment

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

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

(4.2 e) Construction Management Services

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

.....
Format is given in Appendix 2

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

Working Capital^{*1} + present available credit facilities for the company^{*2} + credit facilities exclusively for this contract - 0.1 x current work commitments^{*3} > Rs.....^{*4}

^{*1} Working Capital = Current Assets – Current Liabilities

^{*2} A letter to prove the availability of credit facilities issued by a Bank within a month prior to date of closing of Bids.

^{*3} current work commitment = work remaining uncompleted

^{*4} (i) For Major Contracts (more than Rs. 100 million)- Financial requirement for 4 months period

(ii) For Other Contracts (less than Rs. 100 million)- Financial requirement for 3 months period

Documentary evidence to justify shall be submitted

4.2 (h) If any item comes under the NWSDB Pre-qualified manufacturers list; which have to be supplied under the contract, shall be from the NWSDB pre-qualified manufacturers. Lists of those manufacturers are given in Appendix 19.

(5.1) Joint Venture

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

(9.1) Content of Bidding Documents

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

Volume 1

- Section 1 : Instructions to Bidders
- Section 3 : Conditions of Contract
- Section 5 : Standard Forms(Contract) – not used

Volume 2

Invitation for Bids

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

(10.1)

Clarification of Bidding Documents

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

(13.0) Document Comprising the Bid

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

.....

.....

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

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

(14.0) Bid Pricing

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

(14.4) Adjustment for Change in Cost

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

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

(16.1) Period of Bid Validity

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

(17.1) Amount of Bid Security

The amount of Bid Security is LKR

(17.2) Validity of Bid Security

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

Delete text in Clause 17.2 and add the following

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

- a) Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
- b) Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document).
- c) A certified cheque issued by a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, in favour of National Water Supply and Drainage Board.
- d) A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

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

(19.1) Pre Bid Meeting

Pre Bid meeting *will /will not* be held

Pre Bid meeting - Venue

Date Time

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

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

(21.2) b) Identification Number of Contract

Contract name:

Contract no.

(22.1) Deadline for submission of Bids
The deadline for submission of Bids shall be

(25.1) Bid Opening
Venue, time and date of bid opening:
Venue : Procurement Division,
Ministry of,
No. 35, "Lakdiya Madura", New Parliament Road, Pelawatta,
Battaramulla, Sri Lanka.
Date Time

(28.0) Determination of Responsiveness
Add to the Clause 28.1 as 28 (f)
28 (f) meets the Qualification Criteria give in the Clause 4 of the Instructions to Bidders.
Add to Clause 28.2
If a bid does not meet any one of the requirements (a), (b), (c), (d) and (e) of Clause 28.1, it will be considered substantially non responsive and rejected by the Procurement Committee.

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

Address: The Secretary
Appeal Board
Presidential Secretariat
Colombo 01

Cash Deposit: Rs. 100,000/=

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

(35.1) Amount of Performance Security

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

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

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

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

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

The Performance Security shall be valid until 28 Days beyond the Defects Notification Period (until the issuance of Performance Certificate).

(37.0) Adjudicator

Delete paragraph 1 of Clause 37.1 and substitute the following.

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

Bidding Data

(Please note that the Clause numbers given here under are that of Instructions to Bidders)

Instructions to Bidders

Clause Reference

(1.1) The Employer's Name and Address

Name : National Water Supply and Drainage Board

Address: Galle Road,
Ratmalana, Sri Lanka

(1.1) Scope of works

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

.....
.....

located at

(1.2) Time for completion

Intended Completion Date isDays from the Commencement Date.

(1.3) The office for collection of bid forms is

Assistant General Manager (Tenders & Contracts)
Tenders & Contract Section,
NWSDB, Galle Road,

Ratmalana.

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

The Bid forms will be issued until _____

(2.1) Source of Funds

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

(4.1) Qualification Information

Add to the Clause 4.1

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

a) CIDA Registration;

Registration number

Grade

Specialty

Expiry Date

b) Authorization to sign the bid on behalf of the Bidder

c) VAT Registration number ;

- d) Legal Status (*Sole proprietor, Partnership, Company etc.*).....
- e) Work Programme (*Format is given in Appendix 5*)
- f) Details of ongoing works for last five years;
(*Format is given in Appendix 1A*)
- g) Details of similar works completed during the last five years;(format is given
in Appendix 1B)
- h) Details of other works (excluding similar works)within last five years;
(*Format is given in Appendix 1C*)
- i) Equipment proposed to carry out the Contract; (*Format is given in Appendix
3& 3A*)
- j) Qualifications and experience of key Technical staff and Construction
Management Services proposed for the Contract;
(*Format is given in Appendix 2*)
- k) Bidder's financial statement for last 3 years (format is given in Appendix 4&
4A)
- l) Names of Manufacturers for the Supplied items under the contract.
- m) Name and address of the local accredited agent of above mentioned
Manufactures under item no (l). (*Format is given in Appendix 16*)
- n) Provide Quality Management System Certificates (ISO 9001:2015)
for the factories of above mentioned Manufactures under item no (l).
- o) Provide Product Conformity Certificate for the items Supplied items
under the contract.
- p) Functional guarantees for the leak proof pipeline by the pipe
manufacturer (*Format is given in Appendix 14A,14B, 14C*)
- q) Pre-shipment inspection of DI Pipes & Fittings by NWSDB engineers –
check list (*Format is given in Appendix-13*)
- r) Pre-shipment inspection of PE Pipes & Fittings by NWSDB engineers –
check list (*Format is given in Appendix-13A*)
- s) The bidder shall provide a certificate for the confirmation from WRAS
(UK) or NSF International laboratories for the suitability for the drinking
water purposes for PE Pipes & fittings.
- t) Bidder shall provide with Bid a valid Bid security for the amount and
valid up to the date specified in the Bidding Document.
- u) Bidder shall duly filled and signed in the Form of Bid.
- v) Work plan and method statement (*specify in the Appendix 5*)
- w) Certificate of Registration of the Bidder as per the Act No. 3 of 1987 with
the Registrar of Public Contract
- x) Work plan and method statement (*specify in the Appendix 5*)
- y) Certificate of Registration of the Bidder as per the Act No. 3 of 1987 with
the Registrar of Public Contract.

- z) For Joint Venture Bidding following information shall be provided
- i) representatives of each Partner company in the Joint Venture should give the power of attorney for their nominated partner for the Joint Venture. This shall be in the form of Power of Attorney by each Partner Company of JV.
 - ii) Copy of Joint venture agreement or Letter of Intent which includes each partners share in the Joint Venture and the work to done by each partner
 - iii) Proposals regarding work methods, scheduling and Resources

* *Any other*

(4.2 a) CIDA registration required

CIDA registration required for this contract

Specialty

Grade

(4.2 b) Average annual volume of construction work

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

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

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

**₁ Annual Value of proposed work,*

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

(4.2 c) Minimum Qualification

Add to the Clause

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

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

Over the last five years

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

For Water Tower –

1. Below 300 m³ capacity– Any type of Water Tower

2. Above 300 m³ and below 1000 m³ capacity– Similar type Water Tower

3. Above 1000 m³ capacity - Similar type but min. of 1000 m³ capacity.

For Reservoirs – above 450 m³ capacity – minimum of 450 m³ capacity reservoir

below 450 m³ capacity – same capacity reservoir

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

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

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

For DI piping :

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

(4.2 d) Essential Equipment

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

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

(4.2 e) Construction Management Services

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

Format is given in Appendix 2

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

Working Capital^{*1} + present available credit facilities for the company^{*2} + credit facilities exclusively for this contract - 0.1 x current work commitments^{*3} > Rs.....^{*4}

^{*1} Working Capital = Current Assets – Current Liabilities

^{*2} A letter to prove the availability of credit facilities issued by a Bank within a month prior to date of closing of Bids.

^{*3} current work commitment = work remaining uncompleted

^{*4} (i) For Major Contracts (more than Rs. 100 million)- Financial requirement for 4 months period
(ii) For Other Contracts (less than Rs. 100 million)- Financial requirement for 3 months period

Documentary evidence to justify shall be submitted

4.2 (h) If any item comes under the NWSDB Pre-qualified manufacturers list; which have to be supplied under the contract, shall be from the NWSDB pre-qualified manufacturers. Lists of those manufacturers are given in Appendix 19.

(5.1) Joint Venture

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

(9.1) Content of Bidding Documents

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

Volume 1

- Section 1 : Instructions to Bidders
- Section 3 : Conditions of Contract
- Section 5 : Standard Forms(Contract) – not used

Volume 2

Invitation for Bids

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

(10.1) Clarification of Bidding Documents

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

(13.0) Document Comprising the Bid

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

.....

.....

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

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

(14.0) Bid Pricing

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

(14.4) Adjustment for Change in Cost

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

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

(16.1) Period of Bid Validity

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

(17.1) Amount of Bid Security

The amount of Bid Security is SKR

(17.2) Validity of Bid Security

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

Delete text in Clause 17.2 and add the following

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

(a) Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.

(b) Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document).

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

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

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

(19.1) Pre Bid Meeting

Pre Bid meeting *will /will not* be held

Pre Bid meeting - Venue

Date Time

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

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

(21.2 b) Identification Number of Contract

Contract name:

Contract no.

(22.1) Deadline for submission of Bids

The deadline for submission of Bids shall be

(25.1) Bid Opening

Venue, time and date of bid opening:

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

Date Time

(28.0) Determination of Responsiveness

Add to the Clause 28.1 as 28.1 (f)

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

Add to Clause 28.2

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

(32.0) Award

If the procurement is within the authority limit of MPC.

After evaluation of Bids in accordance with the procedures described under Clauses 28, 29, 30 and 31, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Secretary to the Ministry 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,
No. 35, "Lakdiya Madura", New Parliament Road,
Pelawatta, Battaramulla, Sri Lanka.
Cash Deposit : Rs. 25,000.00

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

(35.1) Amount of Performance Security

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

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

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

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

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

The Performance Security shall be valid until 28 Days beyond the Defects Notification Period (until the issuance of Performance Certificate).

(37.0) Adjudicator

Delete paragraph 1 of Clause 37.1 and substitute the following.

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

4. FORM OF BID

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

FORM OF BID

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

Gentleman,

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

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

Signature :
Name :
Address :
.....

Witness:
Signature Name
Address

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

1. Qualification Information

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

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

5. CONTRACT DATA

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

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

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

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

Contract Data

Contract Data is a part of Condition of Contract and shall be read together. If any discrepancy is found content of the Contract Data shall supersede the Conditions of Contract

(Please note that the Clause numbers given hereunder are that of Conditions of Contract)

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

1.5	Priority of Documents	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> 1. Agreement 2. Letter of Acceptance, 3. Memorandum of understanding /Addenda / Minutes of negotiations 4. Contractor’s Bid, 5. Contract Data, 6. Conditions of Contract 7. Specifications (Specifications given in this document supersedes the CIDA specifications). 8. Drawings 9. Bills of Quantities 10. Schedule of Particulars 11. Appendices 12. Any other document listed in the Contract Data as forming part of the Contract. 13. Any other document (if any) <p>The following documents also form part of the Contract.....(<i>specify if any</i>).</p>
1.14		<p>Add to the Clause</p> <p>Contractor shall submit the Joint Venture Agreement in the format included in the Bidding Document.</p>
2. 1	Right of access to the Site	21 Days after Letter of Acceptance.
3.1	Engineer’s Duties and Authority	<p>Add following paragraphs at the end of this Sub-Clause;</p> <p>The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the contract. In the event of the Engineer being required in terms of his appointment by the Employer to obtain the specific approval of the Employer for the execution of any part of these duties, it shall be set out in this Conditions of Contract.</p> <p>The Engineer shall, upon receipt of the Contractor’s intimation on quantity variation as per Clause 13.3, take every action to establish the validity of the Contractor’s forecast and if found true, institute all relevant measures to inform the Employer thereof and seek and obtain the necessary Procurement Committee approval for executing works under variation order.</p> <p>Engineer shall not allow the Contractor to store any excess pipes, fittings and accessories along road sides in addition to the material required for the daily work or after completion of Work.</p>

3.6

Provision of office/mobile office and other related facilities to the Engineer's Representative and his staff by the Contractor

Add followings at the end of Clause 3.0 as Sub-Clause 3.6.

(Can be amended to suit specific requirements when preparing the Bidding Document)

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

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

The door should be of substantial construction and shall be fitted with a mortise lock. At least two keys shall be provided for each lock and the Contractor shall hand over all keys to the Engineer's Representative. The office shall be provided with a wash basin with cold running water and two ceiling fans. The Contractor shall provide electricity, air condition facilities, toilet facilities, potable drinking water facilities and the following furniture to the office for months (*maximum 6 months*) in the Defect Notification Period.

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

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

The mobile offices shall be provided with sufficient ventilation, weather proofed, insulated and painted internally and externally. Floor to ceiling height shall be at least 2.7 meters with minimum floor area 15m². The office shall have external lockable doors and windows as necessary. The office shall be well lighted and ventilated.

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

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

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

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

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

Transport :

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

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

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

4.1 (d)

Add to the Clause

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

4.2

Amount of
Performance Security

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

4.5

Add to the Clause

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

4.8

Safety Procedures

Add following to sub Clause 4.8

4.8.1

*Watching and lighting

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

4.8.2

*Interference with traffic and adjoining property

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

4.8.3

*Damages to highways

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

4.9

Add to the Clause

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

4.23

Bore holes and exploratory Excavations

Add following sub-Clauses to Clause 4.
If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirements shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of Clause 13 hereof unless an item or a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

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

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

4.24

Remedy on contractor's failure or default to carryout works

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

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

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

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

Add following sub-Clauses to Clause 6

6.11 Construction Management Services

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

8.7 Liquidated damages for the Works

Rs..... per Day(*enter a value*)

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

14.2

Total Advance Payment

An Advance Payment of maximum of 20 % of the Initial Contract Price excluding provisional sums and contingencies shall be paid on submission of unconditional Bank guarantee for Advance payment issued by a recognized Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka in the Form for Advance payment Security included in Volume 2 Section 12- Standard Forms and the Performance Guarantee as specified in the Bidding Document.

Number and timing of installments

Number of Installments of Advance Payment is Three (03) and the timing shall be as stated below;

- First Installment as 10% of Initial Contract Price less provisional sums.
- Second Installment as 5% after completing 15% of Initial Contract Price less provisional sums.
- Final Installment as 5% after completing 40% of Initial Contract Price less provisional sums.

Advance payment Guarantee shall be obtained at the contractor's cost.

Repaid of Advance payment

Part (b) of this Sub-Clause shall be replaced with the followings.

- Repaid of first 10% of Advance payment shall be started from 1st interim payment.
- Repaid of second 5% of Advance payment shall be started from next interim payment after receiving second 5% of Advance payment.
- Repaid of final 5% of Advance payment shall be started from next interim payment after receiving final 5% of Advance payment.

Total Advance Payment shall be repaid in full when the total certified value of Works reaches 90% of the Initial Contract Price less provisional sums.

14.3	Application for Interim Payment Certificate	<p>Replace the first paragraph of this Sub-Clause with the following paragraph;</p> <p>The Contractor shall submit a Statement including approved joint measurement sheets of the Work done for the period in three copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amount to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress during this month in accordance with Sub-Clause 4.14 [Progress Reports] and Subcontractor's payment progress report.</p>
14.3 (c)	Percentage of retention	<p>Add the following Sub Clauses</p> <p>The retention from each payment shall be 10% percent of the certified work done</p>
14.3(c)	Limit of Retention Money	<p>The limit of retention shall be 5% percent of the Initial Contract Price.</p>
14.5	Minimum amount of Interim Payment Certificates	<p>Add the following Sub Clauses</p> <p>Minimum Amount of Interim Payment shall be 50% of the average monthly value of contract excluding provisional sums and contingencies.</p>
14.6	Payment	<p>Add the following paragraph at the end of this Sub-Clause.</p> <p>However, if the Employer finds sufficient evidence that the Work suffers due to non-payment or delayed payment to Subcontractors/suppliers by the Contractor, the Employer shall be entitled to request the Contractor to establish an ESCROW Account with a reputed local bank (ESCROW Agent) acceptable to the Central Bank of Sri Lanka an ESCROW Agreement. Refer Appendix-D of Contract Data for the ESCROW Agreement.</p>

14.8	Payment of Retention	<p>Deleted the first paragraph and add the following Sub Clauses</p> <p>When Retention amount reaches 5% of Contract Price, upon the issue of the Taking-Over Certificate the full amount of the Retention Money may be released on submission of unconditional, on demand guarantee issued by a commercial bank operating in Sri Lanka approved the Central Bank of Sri Lanka and acceptable to the Employer. This Guarantee shall be valid until 28 Days beyond the Defects Notification Period.</p> <p>The form for Retention Money guarantee form is given in Section 12.</p>
18.1		<p>Add the following Sub Clauses</p> <p>The minimum insurance covers shall be :</p> <p>(a) • The minimum cover for insurance of the Works and of Plant and Materials is 115% of the Initial Contract Price.</p> <ul style="list-style-type: none"> • The maximum deductible for insurance of the Works and of Plant and Materials are 5% of the each claim. <p>(b) • The minimum cover for loss or damage to Equipment is the replacement cost of equipment</p> <ul style="list-style-type: none"> • The maximum deductible for insurance of Equipment is 5% of the replacement cost of the equipment
18.2		<p>(a) • The minimum cover for insurance of other property (other than the Site) is to cover the building and property adjacent to the site and reinstatement of</p> <ul style="list-style-type: none"> • The maximum deductible for insurance of other property (other than the Site) is 5% of the respective insured value. <p>(b) • The minimum cover for personnel injury or death or third party is Rs.1,000,000 per event. Number of events are unlimited.</p> <p>(c) • Minimum cover for loss of business and loss of revenue is Rs. 1,000,000.00 No. of events unlimited</p>

18.3

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

Add the following Sub Clauses

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

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

19

Claims, Disputes and Arbitration

**Delete existing Sub-Clause 19.2 (Dispute Resolution),
Delete existing Sub-Clause 19.3 (Procedure for Adjudication),
Delete existing Sub-Clause 19.4 (Replacement of Adjudicator),
Delete existing Sub-Clause 19.5 (Arbitration), and insert the following sub-clauses;**

19.2

Amicable settlement

19.2.1

Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance be attempted to be resolved by way of amicable settlement by the Employer and the Contractor.

- 19.2.2 The Employer and the Contractor shall make every effort to resolve amicably by direct, informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2.3 If after thirty (30) Days from the commencement of such informal negotiation the Employer and the Contractor have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanism stated in Clause 19.3 herein. These mechanisms may include, but not restricted to, condition mediated by a third party, adjudication in an agreed national forum and/or arbitration
- 19.3 Dispute Adjudication Board (DAB)
- 19.3.1 Appointment of the Dispute Adjudication Board (DAB)
- Any dispute of whatever nature arising out of or in relation to this agreement shall be referred to a "Dispute Adjudication Board (DAB) for decision. The Parties shall appoint a DAB.
- The DAB shall comprise, three suitably qualified persons ("the members"), who shall be professionals experienced in the type of Works and with the interpretation of contractual documents, one of whom shall serve as chairman.
- Each of the Parties shall appoint one member to serve on the Dispute Adjudication board (DAB). The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as the chairman.
- The agreement between the Parties and each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these Contract Data, with such amendments as are agreed between them.
- The terms of the remuneration of the three members, including the remuneration of any expert whom the DAB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.
- If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

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

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

If any of the following conditions apply, namely:

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

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

19.3.3 Obtaining Dispute Adjudication Board's Decision

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

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

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

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

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

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

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

19.3.4 Failure to Comply with Dispute Adjudication Board's Decision

In the event that a Party fails to comply with a DAB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 19.4 [Arbitration]. Sub-Clause 19.3.3 [Obtaining Dispute Adjudication Board's Decision] shall not apply to this reference.

- 19.3.5 Expiry of Dispute Adjudication Board's Appointment
- If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DAB in place, whether by reason of the expiry of the DAB's appointment or otherwise:
- (a) Sub-Clause 19.3.3 [Obtaining Dispute Adjudication Board's Decision] shall not apply, and
 - (b) the dispute may be referred directly to arbitration under Sub-Clause 19.4 [Arbitration]
- 19.4 Arbitration
- (a) Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred to by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof,

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

Add following as clause 21

21. SUPPLY OF GOODS (MATERIALS/PIPES, FITTINGS, SPECIALS,ACCESSORIES, M&E EQUIPMENTS, MANHOLE COVERS AND VALVES)

21.1 Use of Contract Documents and Information

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

21.2 Inspections and Tests

Testing and Inspection Agencies

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

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

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

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

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

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

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

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

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

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

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

- introduction to design standards and procedures adopted.
 - introduction to relevant production procedures and quality control standards.
 - manufacturing process, and Quality Assurance procedure.
 - testing procedures, mill certificates, product conformity certificate, Quality Management System Certificate and any other relevant certificates etc. regarding the products.
 - packing & dispatching procedure
 - Site visits to inspect installed or application of similar products/materials.
- (d) The NWSDB Engineers shall be guided by experienced engineers and quality controllers who are also competent in English language.
- (e) Each NWSDB Engineer shall be paid a per diem to include combined allowances, the allowance the amount specified in the Appendix 20 prior to departure.
- (f) All visas, Insurance (Life, Health and Travel), air fares, permits, taxes, transfer fees, travelling within the manufacturer's country and all other facilities required to carry out pre-shipment inspections at the manufacturer's factory/premise shall be arranged by the Contractor and shall be included in the rates and prices of the contract. Contractor is not liable for providing food and accommodation. Contractor shall assist NWSDB Engineers for booking accommodation if requested.
- (g) The NWSDB Engineers shall be provided Terms of Reference (TOR) as shown in Appendix-12 & 12A for the inspection jointly agreed by the contractor and the engineer and with printed catalogues, manuals, illustrative videos etc., relevant to the manufacturing process and also obtain extra information requested by them, and shall arrange to dispatch these to NWSDB Engineers, by the Contractor at his own cost.
- (h) Contractor shall provide a detailed programme (itinerary) showing details of inspection, travelling, and all other arrangements etc. required for the pre-shipment inspection and submit to the Inspection team prior to departure. Contractor shall discuss the inspection Programme in detail with the inspection team and shall be agreed with the Pre-shipment Inspection team prior to departure.
- (i) Contractor shall assist for obtaining visa for the inspection from the relevant Embassy/ High commission for NWSDB Engineers.
- (j) NWSDB Engineers shall inspect and test DI /PE pipes, fittings, specials, accessories and valves etc. as per the attached check list for pre shipment as given in Appendix 13 & 13A respectively. Manufacturers should perform any other tests which may be required by the NWSDB Engineers.
- (k) Nominated inspection agency shall be present during pre-shipment inspection by the NWSDB Engineers and shall assist the NWSDB Engineers for the testing and inspection
- (l) Any inspections carried out by Inspection Agencies or NWSDB shall not relieve the Contractor of his obligations under the Contract.
- (m) Contractor/Manufacturer shall not ship/deliver by plane materials from the manufacturer's Factory or Stores without approval of the Engineer.

21.4 Packing

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

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

21.5 Transportation

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

The pipe materials and pipe appurtenance shall be stored in Contractor's stores within reasonable distances from Work sites and only the quantities that can be laid in excavated trenches for the daily work shall be kept along the road. Left-overs shall not be kept at the roadsides and it shall be returned to the Contractor's stores.

21.6 Incidental Services

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

21.7 Spare Parts

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

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

21.8 Warranty

- (a) The Employer warrants that the DI /PE Pipes, Fittings, Specials and DI Valves etc. and treatment plant equipment supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless otherwise provided in the Contract. The Contractor further warrants that the DI /PE Pipes, Fittings, Specials and DI Valves supplied under the Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied DI /PE Pipes, Fittings, Specials and DI Valves in the conditions prevailing in the country of final destination.
- (b) This warranty shall remain valid for twelve (12) months after the DI /PE Pipes, Fittings, Specials and DI Valves, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract.
- (c) The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.
- (d) Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective DI / PE Pipes, Fittings, Specials and DI Valves or parts thereof, without costs to the Employer other than, where applicable, the cost of inland delivery of the repaired or replaced DI /PE Pipes, Fittings, Specials and DI Valves or parts from the port of entry to the final destination.

21.9 Payment

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

21.10 Change Orders

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

21.11 Contract Amendments

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

21.12 Assignment

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

FOR CONTRACT DATA

Input Percentages for Major Items

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

Input Name	Input Percentage
Total	90.0%

Non Adjustable Elements

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

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

.....

 (State if there are any others)

APPENDIX TO CONTRACT DATA

A General Conditions of Dispute Adjudication Agreement

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

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

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

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

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

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

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

**4. General
Obligations of the
Member**

The Member shall:

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

5. General Obligations of the Employer and the Contractor

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

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

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

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

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

6. Payment

The Member shall be paid as follows:

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

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

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

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

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

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

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

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

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

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

7. Termination

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

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

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

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

8. Default of the Member

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

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

9. Disputes

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

PROCEDURAL RULES

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

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

DISPUTE ADJUDICATION AGREEMENT

[for each member of a three - person DAB]

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

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

The Employer, Contractor and Member jointly agree as follows:

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

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

ESCROW Agreement

THIS AGREEMENT is made and entered into at Colombo on this day of
.....[insert month and year] in the Democratic Socialist Republic of Sri Lanka

BY AND BETWEEN

National Water Supply & Drainage Board, a corporate body duly established under the provisions of the National Water Supply and Drainage Board Act No.2 of 1974 (hereinafter referred to as **NWSDB**) of having its Head Office at Ratmalana in Sri Lanka (hereinafter referred to as the **'Employer'** or **'the Board'** and its successors and assigns)

AND

..... a firm duly registered in the said Republic of Sri Lanka under Partnership Agreement Bearing No. and having its Registered Office at **OR/AND**

..... (Company name) a company duly incorporated in(Country in incorporation) under the provision of the Companies Act/Country legislation No. and having its Registered Office at (address of the Registered Office) in (Country) (hereinafter referred to as the **'Contractor'** and its successors and assigns)

AND

.....[insert the name of the Bank] a Banking Company incorporated under the laws of Sri Lanka and having its registered office at and a branch office at (hereinafter called and referred to as the **"ESCROW Agent"** which term or expression as herein used shall where the context so requires or admits mean and include the said[insert the name of the Bank] and its successors and assigns)

(The Employer, the Contractor and the ESCROW Agent are hereinafter and sometimes collectively referred to as 'the Parties')

WHERE AS THE EMPLOYER AND THE CONTRACTOR ARE PARTIES TO STANDARD OPERATING PROCEDURE FOR OPERATION OF JOINT ESCROW ACCOUNT FOR COMPLETION OF WORKS OF PROJECT FOR:

- 1. CONTRACT NO:
.....
.....
- 2. CONTRACT NO:
.....
.....
- 3. CONTRACT NO:
.....

(hereinafter referred to as the **"Project"**)

NOW THIS AGREEMENT WITNESSETH THAT THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Appointment

The Employer and the Contractor hereby appoint[insert the name of the Bank] BRANCH the ESCROW Agent and the joint ESCROW Accounts shall be opened for each project in the name of the Contractor. Withdrawals from this account shall only be made by way of joint written request/ fund transfer order duly signed by a signatory for the Contractor and a signatory for the Employer. The Contractor [insert the name of the Contractor] shall authorize two signatories for each Project / Account and NWSDB shall authorize two signatories to operate this account.

2. The Accounts

The Account shall solely constitute for the money due to the Contractor,[insert the name of the Contractor] in the form of loan disbursement, additional advance, Interim Payment Certificates (IPCs), escalation claims or any other money due on account of Contract payments.

3. Auditing

The internal audit of the ESCROW Account shall be the co-responsibility of the NWSDB and the[insert the name of the Contractor].

4. Operation in Accounts

No cheque books are issued for the ESCROW Accounts. The Cash/Funds out of the ESCROW Account shall only be made under the authorized signature of the Employer and the Contractor.

5. Payments

Payments from the ESCROW Account shall be processed as follows:

- a. Once the ESCROW account is established, payments of all future certified IPCs shall be deposited in the ESCROW Account.
- b. Limitation on transactions:
Transactions out of the ESCROW Account shall be limited to payments under the project including Salaries/Wages, Utility Bills, Subcontractors, Suppliers, Service Renders, maintenance work, material supplies, administration requirements, individual dues ets.
- c. The Contractor shall request disbursements from the Committee specified under 5(d) in this Agreement by listing items in appropriate grouping of Salaries/Wages, Utility Bills, Subcontractors, Suppliers, Service Renders, maintenance work, material supplies, administration requirements, individual dues, showing the total amount required for each item listed. Appropriate summary and detailed assessments shall accompany the request. Notwithstanding above, the disbursement against Head Office Overheads shall constitute a mutually agreed amount and the same shall be paid directly to an account as requested by [insert the name of the Contractor].

- d. The committee comprising of the Project Director (NWSDB), Consultant Team Leader, and Project Manager of the Contractor, Accountant of the Contractor [insert the name of the Contractor], shall review the requested list, and determine if the requirements are appropriate to the needs of the Contractor's activities on the Project. Once approved/agreed, the disbursement payment shall be issued directly to agreed creditors/suppliers. The committee must ensure that;
- 1) The materials are in accordance with the specifications for the Works.
 - 2) The materials have been delivered to the site and the properly stored and protected against loss, damage, or deterioration.
 - 3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer.
 - 4) The Contractor has submitted a statement certified by the Employer of his cost of acquiring and delivering the materials to the Site, together with such documents as may be required for the purpose of evidencing such cost.
 - 5) No cash payments will be made through this account
 - 6) All written requests duly signed by the Employer and the Contractor shall be submitted to the bank before 15th of each month.
 - 7) No Facsimile transactions requests shall be accepted
- e. Any unreasonable imbalance between the amount paid out from the ESCROW account and the agreed list of payments shall result in further disbursements from the ESCROW account being stopped until the required information/explanation is provided.

6. Bank Interest

Any bank interest gained on balance amount in ESCROW account shall be that of [insert the name of the Contractor]

7. Disputes

The ESCROW Account shall operate within the provisions of terms, conditions and clauses of the Contract. In case of any Conflict between [insert the name of the Contractor] and NWSDB, the provisions of this ESCROW agreement shall hold preference. In the case of such dispute the ESCROW Agent shall have sole authority to cease the operation of such ESCROW account immediately.

8. Maintaining Cash Books

The cash book shall be maintained by the Project Manager, of [insert the name of the Contractor] and it will be countersigned by the Employer's Representative. The cash book shall be closed on monthly basis.

9. Period

By operation on this ESCROW Account, the Contractor is not relieved of any of its obligations under the Contract Agreement with respect to completion of the Works on time as stated in the Contract.

10. The Role of ESCROW Account

The role of the ESCROW Account is limited to ensure smooth flow of finance to the project by channeling project payments for speedy execution of the project.

11. Termination of the ESCROW Agreement:

The ESCROW Account may be terminated when the full amount of all mobilization advance and additional advance are repaid and the whole of the Works are "Taken Over" by the Employer, or when the original Contract of the Project between the NWSDB and the [insert the name of the Contractor] comes to an end. On termination of the account all remaining funds shall be paid to the Contractor subject to any dues to be recovered by the ESCROW Agent.

12. Amendments

Employer has the right to add any amendments with the written consent of the Contractor and the ESCROW Agent when it is necessary in the interest of public money.

13. Governing Law

This Agreement shall be construed in accordance with the Laws of the Democratic Socialist Republic Sri Lanka and be subjected to the Jurisdiction of the Courts of Sri Lanka.

14. Miscellaneous

i. Good Faith

The Parties hereto agree and recognize that not all matters forming the intent of the Parties hereto may be incorporated in this Agreement and not all possibilities which may arise in connection with the subject matter hereof can be foreseen at the time being and fully provided for at the execution of this Agreement. Where any omission or lacuna becomes known. The Parties hereto agree to amend in writing this Agreement to cover such omission or lacuna in conformity with spirit of this Agreement.

ii. Severability

If any provision of this Agreement or the application to any party or circumstances are determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or such provision or the application of such provision to such party or circumstances, other than those to which it is so determined to be invalid, illegal or unenforceable, will remain in full force and effect to the fullest extent permitted by law and will not be affected thereby unless such a construction would be unreasonable.

iii. Assignment

This Agreement shall ensure to the benefit of and shall be legally.

- iv. Non – waiver
The failure of either party to enforce a provision of this Agreement shall not be construed as a waiver of any of their rights and obligations in terms of this Agreement. The rights or remedies hereof are cumulative to any other rights or remedies, which may be granted by law.
- v. Accrued Rights/Obligations
All of the rights and obligations referred to in this Agreement shall apply during the period of this Agreement provided that where any right(s) and/or obligation(s) has been accrued, such right / obligation shall nevertheless be complied with even after the termination of this Agreement.
- vi. Entire Agreement
This agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates and supersedes all prior negotiations and understandings of the same.
- vii. Joint Preparation
This Agreement is to be deemed to have been prepared jointly by the Parties hereto and any uncertainty or ambiguity existing herein shall be interpreted according to the application of the rules of interpretation.

15. Notices

Any notice of or other communications to be given or sent by the Employer/ Contractor/ ESCROW Agent shall be in writing and any be as provided hereunder served personally or sent by email or facsimile or registered mail to the addresses and to the persons as set out herein and shall be deemed to have been given as follows.

If personally served when served / or any email or by facsimile, on the second business day after transmission thereof on a facsimile machine to the proper fax number or if emailed to the proper email address /or if mailed (by registered post) on the third business day after deposit in the mail with postage pre – paid and properly addressed.

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

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

Chairman

Board Member

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

Witnesses

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

For and on behalf of **the Contractor** : signed by the 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 :
.....
.....

For and on behalf of the “the ESCROW Agent” : signed by the said
.....in the capacity of
..... and/or duly authorized to sign this
contract agreement for and on behalf of

..... (Block Letters)

Witnesses

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

6. SPECIFICATIONS

	Works	
	ICTAD General Specifications:	
1	Civil Engineering Construction	6a

Add the relevant list of NWSDB Standard Specifications to the document from below list according to the requirement of the work.

And

Add the all Specifications selected from this list to the document from NWSDB web (under the “Restrict inks”) when preparing the Bidding Document.

NWSDB Standard Specifications List		
	The sections of each specification come under CIDAGeneral Specifications given above shall be superseded from the followingNWSDB Standard Specifications	
No.	Name of Specification	Page No.
	Works	
2	Trench Excavation, Backfilling and Road Reinstatement for Pipe Laying	6b
3	Service Connection	6c
4	Trenchless Pipe Installation	6d
5	Instruction For Prevention Of Mosquito Breeding	6e
6	Surveying Works	6f
7	Timber Works	6g
8	Pipeline Marker Tape	6bc
9	Mastic Materials & Installation	6bj
10	Pressure Testing for DI & PVC Pipes	6bk
	Pipes, Valves & Accessories	
11	DI Pipes and Fittings	6h
12	DI pipes, fittings, specials and accessories for Sewerage Applications	6bb
13	PVC Pipes and Fittings	6i
14	PE Pipes and Fittings for Water Supply	6j
15	PE pipes, fittings, specials and accessories for Sewerage Applications	6bd
16	Steel Pipes and Fittings	6k
17	Galvanized Pipes & Fittings	6l
18	Valve, Hydrants, Surface Boxes & Manhole Covers	6m
19	Mechanical Couplings, Repair Clamps and Flange Adaptors	6n
20	Clamp Saddles	6o
21	Ball Valves	6p
22	Stop Valves	6q
23	Repair Clamps	6r
24	Waltman Type Bulk Water Meters	6t

No.	Name of Specification	Page No.
25	Flow Meters and Waste Meters	6u
26	Penstocks & Headstocks	6w
27	Supply and Installation of power surge protection devices	6ai
28	PVC/ ABS/ Stainless Steel/ Bronze/ DI/ CI Vlaves, Shear gates, Slide gates and Manhole Covers & Frames of Sewerage Application	6x
29	PVC Pipes for Sewerage	6bi
30	PP Clamp Saddles	6bf
31	Surge vessels & Air compressor	6aj
32	Electromagnetic Type Wastewater Flow Meters	6bbm
33	Weir type Wastewater Flow Meters	6bn
34	Portable type Wastewater Flow Meters	6bo
Water Pumps		
35	Motor Driven Self lubricated vertical Turbine pumping sets and Accessories	6y
36	Horizontal shaft driven double suction pumping sets and accessories	6aa
37	End Section vertical delivery Back pull-out centrifugal Pumping sets and Accessories	6ab
38	Vertical Shaft driven double suction centrifugal pumping sets and Accessories	6ac
39	Vertically/ Horizontally mounted in line booster pumping sets & Accessories	6ad
40	Bore hole type submersible pumping sets and Accessories	6z
Sewer Pumps		
41	Supply & Installation of Auto Coupling type wet well electrically driven submersible pumps and accessories (Wet well below 30 kw)	6ae
42	Wet well Above 30 kw	6af
43	Dry well below 30 kw	6ag
44	Dry well Above 30 kw	6ah
Air Condition & Lighting Protection		
45	Air Conditioner - Window type	6ap
46	Air Conditioner - Split & Cassette Type	6aq
47	Lighting protection system	6ar
Office Equipments		
55	Computer	6ax
56	Photo Copier	6ay
Miscellaneous		
57	Hiring of Vehicle (English)	6az
58	Hiring of Vehicle (Sinhala)	6bm
59	Janitorial works	6ba
60	Water Bowsers	6be
61	Pontoon Intake	6bg
Water Meters and Gun Metal Ferule		
62	Water Meters & Spare Parts	6s
63	Gun Metal Ferrules	6v
Chlorinators and related equipments		
64	Gas Chlorinators and Accessories	6ak
65	Lime and Alum/ Poly Aluminium chloride dosing packages	6al
66	Hosting equipment and accessories	6am
67	Water sampling collection system	6an
68	Laboratory equipment	6ao
69	Granular Activated Carbon	6bh

Note:

1. Bidder shall submit a detailed technical comparison (Specified Vs Supplied) if their products deviate from performance criteria manifested in the Specifications.

7. SCHEDULE OF PARTICULARS

SCHEDULE OF PARTICULARS

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

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

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

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

SCHEDULE OF PARTICULARS

1. PVC PIPES AND FITTINGS

1.1 Address of Manufacturer's Factory : Pipes –

Fittings -

1.2 Standards to which pipes and fittings conform: Pipes –

Fittings -

Is Certificate of relevant Standards Institute Provided?

1.3 Whether fittings (except bends) provided are:

a) Moulded

b) Fabricated

1.4 Whether bends provided are:

a) Single cast

b) Fabricated

1.5 Year of manufacture of pipes & fittings :

1.6 Quantity of solvent cement required per joint :

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

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

1.7.1 Joint Rings for mechanical joints :

Material :

Class :

Standard to which it conforms :

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

Quantity of lubricant required per joint

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

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

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

1.8 FLANGES

1.8.1 Address of Manufacturer :

1.8.2 Standard to which flanges conform :

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

1.8.4 Details of flanges :

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

1.8.5 Material : Gaskets :

Nuts & Bolts :

1.9 SADDLE STRAPS

1.9.1 Country of Manufacture :

1.9.2 Manufacturer and Address :

1.9.3 Make :

Standard to which saddle straps conform :

Is certificate of relevant Standard Institutions Provided :

1.9.4 Material - Straps :

Joint Rings :

Bolts &Nuts :

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

Is certificate of relevant Standard Institutions Provided:

2. DUCTILE IRON (DI)

2.1 PIPES AND FITTINGS

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

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

2.1.3 2.2.3.1 Standards to which pipes and fittings conform:

(1) Pipes

(2) Fittings

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

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

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

2.1.6 Class of Pipes and fittings :

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

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

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

2.1.9 Gaskets, Joint rings and Lubricant :

2.1.10 Standard to which Gaskets, Joint rings conforms:

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

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

2.1.13 Make of Gaskets, Joint rings and Lubricant :

	Make
Gaskets
Joint rings
Lubricant

2.1.14 Material of Gaskets, Joint rings and Lubricant :

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

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

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

2.1.16 Standard to which Flanges conform :

- 2.1.17 Whether Flanges are integrally casted or Factory welded ?
- 2.1.18 Type of external coating and grade :
- 2.1.19 Standard to which external coating conform:
- 2.1.20 Type of internal coating/lining and standard:
- 2.1.21 Standard to which nuts and bolts, washers conform and the type of material:

Standard

Material

- 2.1.22 Standard to which polyethylene sleeving conform and the colour

Standard

Colour

- 2.1.23 Quantity of joint protection materials required per flanged joint as per manufacturer's recommendation

Diameter outer (mm)	Mastic /Primer (litres)	Paste (kg)	Tape (m)	uPVC/Polyethylene wrapping (m)
150
200
.....
.....

- 2.1.24 Port of shipment :

- 2.1.25 Packing and protection in transit :

- 2.1.26 Time of delivery:

- 2.1.27 Reference of the catalogues, technical literature, drawing provided with the Bid:

- 2.1.28 Name and address of the Supplier's accredited agent in Sri Lanka:

- 2.1.29 Deviations from specifications (if any):

2.2 MECHANICAL COUPLINGS AND FLANGE ADAPTERS

2.2.1 Country of manufacture :.....

2.2.2 Manufacturers' Name and Address:.....

2.2.3 2.2.3.1 Make, Material, Hardness Range and Standard :

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

2.2.3.2 No of Shipments proposed by the Contractor:

2.2.4 Type of external coating and thickness:

2.2.5 Type of internal coating and lining:

2.2.6 Time of Delivery :

2.2.7 Port of Shipment:

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

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

2.2.10 Deviations from Specifications (if any) :

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

2.3 SURFACE BOXES AND MANHOLE COVERS

2.3.1 Country of Manufacture :.....

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

2.3.3 Material :.....

2.3.4 Class, Make, Standard and Date of Manufacture

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

2.3.5 Coating :.....

2.3.6 Lifting arrangements:

Manhole Covers :.....

Surface Boxes :.....

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

2.3.8 Port of Shipment:.....

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

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

3. DI/CI VALVES AND ACCESSORIES

3.1 GATE/SLUICE VALVES

3.1.1 Country of Manufacture :

3.1.2 Manufacturer's Name and Address:

3.1.3 Date of Manufacture:

3.1.4 3.1.4.1 Standards to which valves conform

3.1.4.2 No of Shipments proposed by the Contractor :

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

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

3.1.7 Material

Body :

Spindle :

Metal faces and seal:

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

3.2 BUTTERFLY VALVES

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

- 3.2.4 3.2.4.1 Standard to which valves conform:
- 3.2.4.2 No of Shipments proposed by the Contractor :

- 3.2.5 Is certificate for conformity to Standards from relevant Standard Institution provided to the factory/ factories.

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

- 3.2.7 Material
 - Valve body:
 - Valve disc:
 - Valve seat:
 - Shaft:
 - Shaft seals:

- 3.2.8 Valve body : Whether Rubber lined ? if so material :
- 3.2.8.1 Standards to which gaskets conforms :.....
- 3.2.8.2 Is certificate for conformity to Standards from relevant Standard Institution provided to gaskets :
- 3.2.8.3 Is ISO 9001 : 2015 Quality Management System Certificate provided to the factory/ factories.
- 3.2.8.4 Face to face dimensions of the valves (mm) :.....
- 3.2.8.5 End Flanges
 - Pressure rating:.....
 - Dimensions (mm):.....
 - Bolt circle dia (mm):.....

- 3.2.8.6 Standard to which nuts and bolts conform and the material:.....
- 3.2.8.7 The type of operating gear for the valve:.....
- 3.2.8.8 Operating method of the valve (hand wheel/Tee key):.....

3.2.8.9 Whether Gearing arrangement is provided :

Gear ratio of gearing:.....

Unbalanced head: Bars

Seat test pressure : Bars

Body test pressure Bars

3.2.8.10 Internal protective finish:

Material :

Thickness :

3.2.8.11 External protective finish:

Material :

Thickness :

3.2.8.12 Weight of the valve: Kg

3.2.8.13 Packing and Protection of valves in transit:

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

.....

3.2.8.15 Port of shipment:

3.2.8.16 Time of delivery of valves at port of shipment:

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

.....

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

3.3 AIR VALVES

3.3.1 Country of Manufacture :

3.3.2 Manufacturer's name and Address:

.....

3.3.3 Date of Manufacture:

3.3.4 Is ISO 9001 :2015 Quality Management System Certificate provided to the factory /
Factories :

3.3.5 Type of Valve (single orifice/double orifice):

3.3.6 For large orifice air valves;

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

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

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

3.3.9 Flanges (if applicable)

Pressure rating :

Standard :.....

Dimensions (mm) :.....

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

3.3.10 Seat test pressure : bars

3.3.11 Body test pressure : bars

3.3.12 Internal protective finish:

3.3.13 External protective finish:.....

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

3.3.15 Packing and protection of valves in transit:

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

3.3.17 Port of shipment:

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

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

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

3.4 CHECK VALVES

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

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

3.5 PRESSURE REDUCING VALVES

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

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

3.6 PRESSURE SUSTAINING/RELIEF VALVES

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

3.6.6 Material

Main valve:.....

Body:.....

Internal valve:.....

Indicator rod:.....

Relay Valve

Body:.....

Spindle:.....

Diaphragm:.....

Spring:.....

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

3.6.8 End Flanges

Pressure rating:.....

Dimensions (mm):.....

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

Standard :.....

3.6.9 Internal protective finish:.....

3.6.10 External protective finish:.....

3.6.11 Weight of the valve: kg

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

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

.....

3.6.14 Port of shipment:.....

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

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

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

3.7 FLOW CONTROL VALVES

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

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

3.8 ALTITUDE VALVES

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

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

3.9 BALL FLOAT VALVES

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

3.9.7 End Flanges

Pressure rating:.....

Dimensions (mm):.....

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

Standard:.....

3.9.8 Material

Valve Body:.....

Float:.....

Lever and links:.....

3.9.9 Body test pressure: bars

3.9.10 Close assembly test pressure bars

3.9.11 Weight of the valve: kg

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

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

3.9.14 Port of shipment:.....

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

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

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

3.10 FLAP VALVES

3.10.1 Country of Manufacture :.....

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

3.10.3 Date of Manufacture:.....

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

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

3.10.5.2 No of Shipments proposed by the Contractor :

3.10.6 Material

Frame and door:.....

Sealing:.....

Hinge pin:.....

Links:.....

3.10.7 Flanges

Pressure rating:.....

Dimensions (mm):.....

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

Standard :.....

3.10.8 Weight of the valve: kg

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

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

3.10.11 Port of shipment:.....

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

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

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

3.11 FIRE HYDRANTS

3.11.1 Is this Pillar type or Underground type:

3.11.2 Screw down type

3.11.3 Country of Origin:.....

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

- 3.11.5 Is ISO 9001 :2015 Quality Management System provided to the factory/ factories:

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

3.12 Fire Hydrants - Dry Barrel Type

Revised on 23-10-2018

- 3.12.1 Country of Manufacture :.....
- 3.12.2 Manufacturer's name and Address:.....
- 3.12.3 Date of Manufacture:.....
- 3.12.4 Is ISO 9001 :2015 Quality Management System provided to the factory/ factories
.....
- 3.12.5 3.12.5.1 Is product conformity certificate from relevant Standard Institution provided
to the factory/ factories.....
- 3.12.5.2 No of Shipments proposed by the Contractor :
- 3.12.6 Standard to which it conform:.....
- 3.12.7 Burried length of hydrant: m
- 3.12.8 Number of outlet nozzles nominal diameter and standard:
No. of outlet nozzles:.....
Nominal diameter (mm):.....
Standard:.....
- 3.12.9 Inlet Flange
Pressure rating:.....
Dimensions (mm):.....
Bolt circle dia(mm):.....
Standard:.....
- 3.12.10 Material, Hardness range and standard
- | Material | Hardness range | Standard |
|-----------------------|----------------|----------|
| Gaskets: | | |
| Nuts and Bolts: | | |
- 3.12.11 The direction of closing of the hydrant valve:.....
- 3.12.12 Colour of the finish paint above ground line:
- 3.12.13 Weight of the hydrant: kg
- 3.12.14 Packing and protection of hydrants in transit:

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

3.12.16 Port of shipment:

3.12.17 Time of delivery of hydrants at port of shipment:

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

3.12.19 Deviations from specifications (if any):

4. PE PIPES AND FITTINGS

3.1 No of shipments proposed by the contractor :

4.2 Country of Manufacture:

Pipes:

Fittings:

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

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

4.4 Colour of the product :

Pipes:

Fittings:

4.5 Port of Shipment :

4.6 4.6.1 Standards to which pipes and fittings conform:

Pipes:

Fittings:

4.6.2 No of Shipments proposed by the Contractor :

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

Pipes (attach a copy)

Fittings (attach a copy)

4.8 Nominal sizes and pressure ratings of Pipes & Fittings:

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

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

<u>Make/material</u>	<u>IntendedDate of Manufacture</u>	
Body of Compression fittings
Inserts
Rubber ring/Gasket

4.10 Characteristics of PE compound as granules

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

4.11 Mechanical characteristics

- i. Hydrostatic strength at 20⁰C
 - (a) For pipes
 - (b) For fittings
- ii. Hydrostatic strength at 80⁰C
 - (a) For pipes
 - (b) For fittings

4.12 Packing and protection in transit :

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

4.13 Time of delivery:

	FOB	At Site
Pipes		
Fittings		

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

Pipes :

Fittings :

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

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

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

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

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

5. GALVANIZED IRON PIPES & FITTINGS

5.1 Country of Manufacturer :

5.2 Name & address of the manufacturer :

5.3 Manufacturing Process :

5.4 Thickness of external galvanized coating :

5.5 Protection of pipes and pipe ends in transit :

Pipes and plain ends :

Flanges :

5.6 Details of Flanges :

Pipe Diameter	Bolts & Nuts Dia. Length No. off	Material
.....
.....
.....

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

Is certificate from relevant Institution Provided :

5.7 Specify the duty (Heavy/Medium/Light) :

5.8 Pressure rating of pipes :

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

Is certificate from relevant Institution provided :

8. DEVIATIONS FROM SPECIFICATIONS

DEVIATIONS FROM SPECIFICATIONS

Preamble

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

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

Deviations

Note:

1. Bidder shall submit a detailed technical comparison (Specified Vs Supplied) if their products deviate from performance criteria manifested in the Specifications.
2. Additional sheets should be attached as necessary.

9. SCHEDULE OF DAY WORKS

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

SCHEDULES OF DAYWORKS

PREAMBLE NOTES ON DAYWORK SCHEDULES

General

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

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

Labour for daywork

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

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

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

Material for daywork

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

Contractor's Equipment for daywork

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

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

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

**SCHEDULE OF DAYWORK RATES
FOR LABOUR**

ITEM NO	DESCRIPTION	UNIT	RATE Rs.
1	Unskilled Labour	day	1350.00
2	Helper	day	1400.00
3	Pipe Layer	day	1850.00
4	Mason	day	1700.00
5	Carpenter and Joiner	day	1800.00
6	Steel Work Erector	day	1800.00
7	Tool Operator	day	1500.00
8	Fitter	day	1850.00
9	Tiller	day	1850.00
10	Plumber	day	1800.00
11	Welder	day	1750.00
12	Painter	day	1800.00
13	Electrician	day	1850.00
14	Mechanic	day	1850.00
15	Bar Bender	day	1800.00
16	Operator (Heavy Machine)	day	1900.00

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

Source: Market prices May 2019

**SCHEDULE OF DAYWORK RATES
FOR MATERIALS**

Item No.	Description	Unit	Basic Rate
			(Rs)
1.	Cement, ordinary Portland or equivalent in bags	kg	22.00
2.	Tor Steel reinforcing bar	kg	164.00
3.	Mild steel	kg	164.00
4.	Fine aggregate as specified in clause 1.6.1 of the ICTAD specification (SCA/4/1) for Building Works – Volume 1		
	Fine Sand	cu	18,975.00
	Coarse Sand	cu	18,975.00
	Sea sand (wash)	cu	10,563.00
	Quarry Dust	cu	9,660.00
5.	Coarse aggregate for concrete as specified in Clause 302 of the General Specification for Civil Engineering construction of size ½” (Chips)		
	½”	cu	7,475.00
	¾”	cu	7,820.00
	1”	cu	7,705.00
	1½”	cu	7,705.00
	2”	cu	752.00
6.	Timber for Planks (¾”) 1”x 9” (Jack)	m	752.00
7.	Shuttering planks(¾”)	m ²	753.00
8.	Timber for Members		
	Jack		
	Timber 4”x3” – 6 ½ ft	m	2,076.00
	Timber planks 1 1/8”	m ²	7,531.00
	Hora/ Liyan		
	Timber 2”x1”	m	48.00
	Timber 2”x2”	m	
	139.00		
	Timber 4”x2”	m	535.00
	Timber 4”x3”	m	927.00
	Timber 5”x3”	m	1,148.00
	Timber 6”x2”	m	927.00
	Timber 4”x4”	m	1,783.00
	Timber 4”x6”	m	2,178.00
	Timber planks 1” x 9”	m	792.00
	Valance Board 9”x ¾” (Ginisapu)	m	653.00
	Lunumidella Ceiling Planks ¾”	m ²	1,168.00

Item No.	Description	Unit	Revised on 23-09-2019	Rate
(Rs)				
<u>Kempas</u>				
	Class 1 Timber 2"x1"	m		132.00
	Class 1 Timber 2"x2"	m		265.00
	Class 1 Timber 2"x4"	m		849.00
	Class 1 Timber 3"x4"	m		1,320.00
	Class 1 Timber 2"x5"	m		1,208.00
	Class 1 Timber 3"x5"	m		1,351.00
	Class 1 Timber 2"x6"	m		1,320.00
	Class 1 Timber 3"x6"	m		2,546.00
	Class 1 Timber 4"x6"	m		3,507.50
	Class 1 Timber 1"x9"	m		1,320.00
9.	Bricks Standard size	nr.		15.00
10.	Rubble			
	6" x 9"	cu		5,520.00
	6" x 4"	cu		5,520.00

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

Source :-

1. Market prices June 2019.

**RATES FOR DAYWORK SCHEDULES
CONSTRUCTIONAL EQUIPMENT**

Revised on 23-09-2019

ITEM NO	DESCRIPTION	CAPACITY	UNIT	RATE (Rs.)
<u>Air Hanling Equipment</u>				
1	Air Compressor (including tools breakers etc:)*	1000 CFM	hr	3,500.00
2	Air Compressor (including tools breakers etc:)*	500 CFM	hr	3,500.00
3	Air Compressor (including tools breakers etc:)*	300 CFM	hr	1,500.00
4	Air Compressor (including tools breakers etc:)*	200 CFM	hr	1,400.00
5	Air Compressor *	10 l	day	163.00
6	Blower		day	500.00
7	Vacum Cleaner		day	1,390.00
<u>Breaking / Cutting Equipment</u>				
8	Angle Grinder (06",04") - Electrical (with operator)		day	225.00
9	Angle Grinder (7") - Electrical (with operator)		day	560.00
10	Asphalt cutter *		hr	1,200.00
11	Breaker Machine (70kg) - Electric (with operator)		day	5,000.00
12	Grinder (large) - Electrical		day	500.00
13	Grinder (medium) - Electrical		day	285.00
14	Tile cutter (2'-0" length)		day	560.00
15	Tile cutter (up to 2'-0" length)		day	385.00
<u>Compacting Equipment</u>				
16	Hand Rammers *	60kg	day	4,220.00
17	Plate Compactor Mechanical *	90kg	day	3,890.00
18	Pneumatic Roller *	8 - 10 t	hr	4,000.00
19	Pneumatic Roller *	10 - 12 t	hr	4,720.00
20	Soil compactor -Vibrating Roller *(Min.4hrs/day)	01 t	hr	1,390.00
21	Soil compactor -Vibrating Roller *(Min.4hrs/day)	05 t	hr	2,330.00
22	Soil compactor -Vibrating Roller *(Min.4hrs/day)	07 t	hr	3,000.00
23	Soil compactor -Vibrating Roller *(Min.4hrs/day)	10 t	hr	3,245.00
24	Soil compactor -Vibrating Roller *(Min.4hrs/day)	20 t	hr	4,300.00
25	Soil compactor -Vibrating Roller *(Min.4hrs/day)	26 t	hr	4,800.00
<u>Concrete Work Related</u>				
26	Concrete mixer complete with scales etc. *	0.25m ³	hr	525.00
27	Concrete mixer complete with scales etc. *	0.5m ³	hr	735.00
28	Porker vibrator (Hand)		day	1,610.00
29	Porker vibrator (Electric)		day	4,300.00
30	Porker vibrator (with engine)*	38mm dia.	day	3,760.00

ITEM NO	DESCRIPTION	CAPACITY	UNIT	RATE (Rs.)
<u>For Supply of Ready Mix Concrete (Colombo Area)</u>				
31	Pump Cars - (Minimum 30 m ³) - 21m length of pump car *		m ³	805.00
32	Pump Cars - (Minimum 40 m ³) - 32 m length of pump car*		m ³	905.00
33	Pump Cars - (Minimum 50 m ³) - 37 m length of pump car*		m ³	1,005.00
<u>Earth Work Related Equipment</u>				
34	Backhoe loader *	0.10m ³	hr	1,880.00
35	Backhoe loader *	0.25m ³	hr	2,370.00
36	Bob Cat * (Min.4hrs/day)		hr	2,445.00
37	Bulldozer (Crawler Tractor) * (Min.4hrs/day)	85 hp	hr	3,730.00
38	Bulldozer (Crawler Tractor) * (Min.4hrs/day)	120 hp	hr	4,580.00
39	Excavator (Long Arm)*	0.4m ³	hr	3,710.00
40	Excavator (Long Arm)*	0.5m ³	hr	4,760.00
41	Excavator (Long Arm)*	0.9m ³	hr	7,930.00
42	Excavator *	0.18m ³	hr	2,240.00
43	Excavator *	0.35m ³	hr	2,350.00
44	Excavator *	0.45m ³	hr	2,550.00
45	Excavator *	0.7m ³	hr	3,300.00
46	Excavator *	0.9m ³	hr	3,700.00
47	Excavator with backhoe *	130hp	hr	4,540.00
48	Motar Grader *	3.1 m	hr	3,720.00
49	Motar Grader *	4.2 m	hr	5,520.00
50	Wheel Loader *	0.1m ³	hr	1,820.00
51	Wheel Loader *	1.4m ³	hr	2,130.00
52	Wheel Loader *	2.0m ³	hr	2,660.00
<u>Hoisting Equipment</u>				
53	Chain Block 5T		day	560.00
54	Hoist Machine (300/500kg)*		day	8,340.00
55	Crane Truck (80 km/day) * crane charge Rs.2500/hrs	5t	km	215.00
56	Crane Truck (80 km/day) * crane charge Rs.2500/hrs	17t	km	260.00
57	Crane Truck (80 km/day) * crane charge Rs.2500/hrs	20t	km	315.00
58	Crawler Crane *	35 t	hr	4,670.00
59	Crawler Crane *	50 t	hr	6,225.00
60	Fork lift * (Min.4hrs/day)	3 t	hr	1,580.00
61	Fork lift * (Min.4hrs/day)	5 t	hr	2,100.00
62	Hydraulic Crane *	20 t	hr	7,890.00
63	Hydraulic Crane *	15t	hr	6,100.00
64	Tower crane * (without mobilization & demobilization)	10 t	hr	3,700.00
65	Tower crane *(without mobilization & demobilization)	12 t	hr	5,200.00

ITEM NO	DESCRIPTION	CAPACITY	UNIT	RATE (Rs.)
	<u>Miscellaneous Equipment</u>			
66	Welding Generator	16KVA	day	700.00
67	Welding Plant	3-Phase 400A	day	560.00
68	Floor Polisher		day	1,340.00
69	Jig Saw		day	385.00
	<u>Power Generating Equipment</u>			
70	Generating set (with fuel)	25kVA	hr	2,225.00
71	Generating set (with fuel)	50kVA	hr	2,780.00
72	Generating set (with fuel)	45kVA	hr	3,060.00
73	Generating set (with fuel)	125kVA	hr	5,100.00
	<u>Pumping Equipment</u>			
74	Pressure Pump (Electric domestic type-with operator)		day	1,200.00
75	Sludge pump 4" dia. (with fuel & without operator)		hr	1,100.00
76	Water Pump 2" dia.(Electrical - without operator)		day	1,100.00
77	Water Pump 2" dia.(with fuel & without operator)		hr	450.00
78	Water Pump 4" dia. (with fuel & without operator)		hr	1,160.00
	<u>Special Equipment</u>			
79	Butt fusion Machine (Semi/Auto) with all necessary equipment - Electrical *		month	26,000.00
	<u>Transportation / Moving</u>			
80	Baby Dumper *		day	5,040.00
81	Container-Transport Trucks - 20 ft (From Colombo Port up to 32km)		below 20t	18,000.00
82	Container-Transport Trucks - 20 ft (From Colombo Port up to 32km)		above 20t	21,000.00
83	Container-Transport Trucks - 40 ft (From Colombo Port up to 32km)			
84	Crew cab (with driver & fuel) *		km	75.00
85	Double cab (with driver & fuel) *		km	65.00
86	Lorry * (80 km/day)	12t	km	260.00
87	Low loader truck *	30 - 40 km	km	330.00
88	Ordinary truck (100 km/day) *	6 t	day	8,700.00

ITEM NO	DESCRIPTION	CAPACITY	UNIT	RATE (Rs.)
89	Ordinary truck (100 km/day) *	12 t	day	11,500.00
90	Tractor	0.75cu	day	6,150.00
91	Truck with Boom *	3 t	day	12,800.00
92	Truck with Boom *	3.5 t	day	13,900.00
93	Truck with Boom *	4 t	day	17,300.00
94	Truck with tipper *	10t/5cu	km	210.00
95	Van (15 Sheet) or similar utility Vehicle *		km	65.00
96	Water Bowser (80 km/day) *	7000lts.	km	200.00

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

Source: Market prices June 2019

10. LIST OF DRAWINGS

LIST OF DRAWINGS

Drg. No.	Description

11. BILLS OF QUANTITIES

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

• PREAMBLE NOTES

Note: Allow for all costs and expenses for complying with the General Conditions of Contract, Specification and Preamble Notes.

*Select and Add
relevant preamble notes from
“Preamble Notes for BOQQ”
in NWSDB web
(under the “Restrict Links”)*

- **Preamble Notes for Civil Engineering Works (Based on CESMM3).**
- **Preamble Notes for Building Works (based on SLS 573).**
- **Preamble Notes for Supply and Delivery of DI/PE Pipes & Fittings, Specials, Accessories, DI Valves and DI Manhole Covers.**
- **Preamble Notes for Supply and Delivery of uPVC Pipes, Fittings and Specials.**
- **Preamble Notes for M&E Works.**

BILLS OF QUANTITIES

*Select
Relevant sample General Bill and
other sample BOQQ”
in NWSDB web
(under the “Restrict Links”)*

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

CONTRACT FOR
..... WATER SUPPLY/SEWERAGE SCHEME
CONTRACT NO:

SUMMARY OF BILLS

Bill No.	From page No.	Description	Amount	
			Rs.	Cts.
01		General	.....	.....
02		Building Works	.....	.....
03		PVC Pipes, Fittings & Specials	.....	.....
03		DI Pipes, Fittings, Specials, Accessories	.....	.....
04		DI Valves, Accessories, Manhole Covers & Surface Boxes	.....	.....
05		PE Pipes, Fittings, Specials and Accessories	.....	.....
....	
		Sub Total (1)		
		Less:Provisional Sums		
		Sub Total (2)		
		Less: Discount (if any)		
		Sub Total (3)		
		Add: Contingencies [Sub total (3) x10%]		
		Add: Provisional Sums		
		Total of Bid carried to Form of Bid (excluding VAT) in page 4-1		

VAT Registration Number :

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

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

12. STANDARD FORMS

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

FORM OF BID SECURITY

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

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

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

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

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

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

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

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

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

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

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

LETTER OF ACCEPTANCE
[Letter heading paper of the Employer]

..... *[Date]*

To:

[Name of the Contractor]

.....

[Address of the Contractor]

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

Applicable VAT will be payable on production of Tax Invoice. The Registered No. for NWSDB for VAT is 409031820700.

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

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

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

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

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

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

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

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

BID FOR

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

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

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

Chairman

Board Member

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

Witnesses

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

For and on behalf of the Contractor : signed by the 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 :

**PERFORMANCE SECURITY
(Unconditional)**

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

Beneficiary :
[Name and Address of Employer]

Date :

PERFORMANCE SECURITY NO.:

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

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

At the request of the Contractor, we
[name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total 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 Defects Notification Period] and any demand for payment under it must be received by us at this office on or before that date.

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

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

.....
Seal

Capacity

Revised on 23-09-2019

FORM OF RETENTION MONEY GUARANTEE

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

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

Date :.....

RETENTION MONEY GUARANTEE No.:

We have been informed that
[name of Contractor/supplier] (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 Government procurement Guideline and the decision taken by the Board of Directors of the National Water Supply & Drainage Board to release retention money when it reaches 5% of Contract Price, the Employer would release to the sum.....[amount in figures] (.....) [amount in words] is to be made against and unconditional on demand guarantee acceptable to the Employer.

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

This guarantee shall expire, on[28 Days beyond the Defects Notification Period/ 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)]
Signature and seal of the guarantor

Witness
Name :
Signature.....

13. APPENDICES

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

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

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

Separate sheets for each year shall be used.

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

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

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

Separate sheets for each year shall be used.

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

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

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

Separate sheets for each year shall be used.

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

Note:

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

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

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

Note:

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

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

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

Note:

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

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

Note:

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

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

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

Note:

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

APPENDIX 4 - FINANCIAL STATEMENT

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

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

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

Financial performance for the last 3 years

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

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

APPENDIX 4A – REVOLVING CREDIT LINE FACILITY

Date :

Name of Bidder :

Details of Commercial Banks providing revolving line of credit facilities.

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

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

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

.....
Signature of Bidder/Authorized Representative

Company Seal :

APPENDIX 4B- AUTHORIZATION TO OBTAIN REFERENCES FROM BANKERS.

BIDDER SHALL FILL THIS FORM AND PROVIDE WITH THE BID

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

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

Dear Sir,

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

Yours faithfully,

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

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

APPENDIX 5 - WORK PROGRAMME PROPOSED BY THE CONTRACTOR

Scheme : (To be filled the design Engineer)

Contract No : (To be filled the design Engineer)

Contractor :

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

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

APPENDIX 6 - BIDDER'S AUTHORIZATION TO SIGN THE CONTRACT

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

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

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

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

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

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

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

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

Title : *[insert title]*

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

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

.....
Signature of Attorney at Law

.....
Seal of Attorney at Law

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

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

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

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

For of Water Supply Scheme
Contract No.

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

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

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

Name :
Capacity :

Witness:

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

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

[Address of the Manufacturer]

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

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

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

Contract No.

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

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

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

Name :
Capacity:

Witness:

1 Signature :
Name :
Capacity :
Address :

2 Signature :
Name :
Capacity :
Address :

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

[Address of the Manufacturer]

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

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

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

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

.....
Authorised Officer of the Manufacturer.

.....
Seal of the Company.

Name :

APPENDIX 9 - MANUFACTURER'S AUTHORIZATION TO SIGN THE CONTRACT

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

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

No. : *[insert contract number]*

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

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

We *[insert complete name of Manufacturer]*, who are official manufacturers of DI Pipes, Fittings, Specials, Accessories, DI Valves, Manhole Covers and Surface Boxes, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide DI Pipes, Fittings, Specials, Accessories, DI Valves, Manhole Covers and Surface Boxes, manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title : *[insert title]*

Duly authorized to sign this Contract on behalf of : *[insert complete name of Manufacturer]*

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

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

[Address of the Manufacturer]

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

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

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

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

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

.....
Authorised Officer of the Manufacturer.

.....
Seal of the Company.

Name :

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

[Address of the Manufacturer]

.....
.....

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

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

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

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

.....

Authorised Officer of the Manufacturer.

.....

Seal of the Company.

Name :

Date :

In the capacity of

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

.....
Signature of Attorney at Law

.....
Seal of Attorney at Law

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

Revised on 23-06-2020

APPENDIX 12 - TOR FOR INDEPENDENT INSPECTION AGENCY

DI Pipes & Fittings

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

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

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

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

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

(6 of 6)

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

APPENDIX 12A - TOR FOR INDEPENDENT INSPECTION AGENCY

PE pipes & Fittings

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

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

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

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

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

Name & Location of the Factory

Pipe : -

 Fittings : -

 Valves : -

 Couplings :-

 Adaptors :-

 Flanged Pipes : -

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

Applicable Standards

Manufacturing Standards : (ISO 2531 :2009/BSEN 545: 2010)
 Of pipes & Fittings
 Manufacturing Standards of
 Joint Rings : (BSEN 681-1:1996/ISO 4633:2015)
 Quality Assurance Standards : (ISO 9001: 2015)

Parameters to be checked

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

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

Handling of pipes, Fittings after production : Satisfactory/Unsatisfactory

Inspection Procedure

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

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

Mark Yes or No in the Remarks Column as Appropriate

Date of Inspection

Technical Specifications Clause No.	Description	Values as per Specifications	Satisfactory/Unsatisfactory	Remarks
GENERAL				
Quality Assurance	Availability of Valid Quality Standard Certificates	ISO 9001:2008/2015		
Independent Inspection	Availability of Inspection Agency. Certificate before Shipment	-		
Markings	Pipe Material (Ductile Iron)	-		
	Year of Manufacture (Last Two Digits)	-		
	Manufacturers Identification Mark/Name	-		
	Nominal Diameter in mm	-		
	Class Designation	-		
	Quality Standard & Product Conformity certificate	-		
	Client Identification	-		
	Socket Penetration Lines (2 Lines)	-		
	In case of Fittings, these marks shall appear on the body of each fitting together with its main characteristics such as angle of bend, pressure rating of flange etc.	-		
Material Characteristics				
	Mechanical Properties			
	Minimum Tensile Strength	420 N/mm ²		
	Minimum Bending Strength	Table B1 BSEN-545 2010		
	Modulus of Elasticity	14- 18 N/mm ²		
	Brinell hardness for pipes	230HB		
	Brinell hardness for fittings	250 HB		

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

(3 of 13)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Test					Chemical Composition				
Bill No:			Item No. & Qty. :			Sample size:			
Description of Item :			Class :			Dia x Length :			
Tech Spec Clause No:			Reference Standard : BSEN545:2010& ISO 2531 :2009						
Sample No	Item of testing	Name of the Metal	Available %			Remarks			
1		Fe							
		C							
		Zn							
		Cr							
								
								
Microscopic Inspection of DI sample : % of DI									
Inspection & Testing Witnessed by									
Name : 1.			Name : 2.						
Signature: 1.			Signature: 2.						
Date :									

INSPECTION OF DI PIPES & FITTINGS

CHECK LIST

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

Observations :

Signature 1

Signature 2

Name & Designation 1:

Name & Designation 2:

RUBBER RINGS / GASKETS

Physical Parameter

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

Quality

- 1. Product Conformity certificate
- 2. ISO 9001:2015 certificate

Packing Arrangements

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

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

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

ISO 9001;2015 Quality Management System certificate available and acceptable:

(witness the original certificate)

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

CHECK LIST

Name & Location of the Factory

Pipe : -

.....

Fittings : -

.....

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

Applicable Standards

Manufacturing Standards : (ISO 4427:2019 EN12201-1 TO 5):2011
 Of pipes & Fittings

Manufacturing Standards of
 Joint Rings : (EN681-1):1996

Quality Management System : (ISO 9001: 2015)

Parameters to be checked

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

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

Handling of pipes, Fittings after production :
 Satisfactory/Unsatisfactory

Inspection Procedure

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

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

Mark Yes or No in the Remarks Column as Appropriate

Date of Inspection.....

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

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

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

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

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

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

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

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

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

Revised on 22-10-2014

INSPECTION OF PE PIPES & FITTINGS**CHECK LIST**

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

Observations :

Signature 1

Signature 2

Name & Designation 1:

Name & Designation 2:

APPENDIX 13B - TOR FOR INDEPENDENT INSPECTION AGENCY

PE pipes & Fittings

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

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

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

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

APPENDIX 14 A - CONFIRMATION FROM THE DI FITTINGS MANUFACTURER TO SUPPLY DI FITTINGS TO DI PIPE MANUFACTURER

Note: This is to be typed on a company letter heading

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

Guarantee to Supply of DI pipe fittings to DI pipe manufacturer M/s.
.....(Name & Address of the Pipe Manufacturer)

We,
.....
.....**(Name & Address of the DI Pipe fittings Manufacturer)**,the manufacturer of DI pipe fittings hereby guarantee that, DI pipe fittings manufactured at our above factory located at
.....conforming to EN 545/ ISO 2531/ EN 598/ ISO 7186andISO 9001:2015 shall be supplied to M/s.....
..... **(Name of the DI Pipe Manufacturer)**to be used with**(brand of the pipe)**, pipes manufacturedatthe**(Office & Address of the Pipe Manufacturer)**

.....
Authorised Signatory
and the Company Seal

Attested by the Attorney at Law

Name :
In the Capacity of :

.....
Signature of the Attorney at Law
Seal
In the place of
.....**(address)**

Witnesses :
1 Signature :
Name :
Capacity :
Address :
2 Signature :
Name :
Capacity :
Address :

APPENDIX 14 B - CONFIRMATION FROM THE RUBBER RINGS MANUFACTURER TO SUPPLY RUBBER RINGS TO DI PIPE MANUFACTURER

Note: This is to be typed on a company letter heading

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

**Guarantee to Supply of Rubber Rings to DI pipe manufacturer M/s.
.....(Name & Address of the Pipe Manufacturer)**

We,
.....
.....**(Name & Address of the Rubber Rings Manufacturer)**,the manufacturer of Rubber Rings hereby guarantee that, Rubber Rings manufactured at our above factory located at
.....conforming to EN 681-1/ ISO 4633 and ISO 9001:2015 shall be supplied to M/s.
.....**(Name of the DI Pipe Manufacturer)** to be used with.....
.....**(Trade name of pipes)**pipes manufactured at the.....**Off**
ice & Address of the DI pipe manufacturer)and **(Trade name of**
DI fittings) DI pipe fittings manufactured at the.....
.....
(Office & Address of the DI pipe fittings manufacturer).

.....
Authorised Signatory
and the Company Seal

Attested by the Attorney at Law

.....
Signature of the Attorney at Law

Name :
In the Capacity of :

Seal

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

Witnesses :
1 Signature :
Name :
Capacity :
Address :
2 Signature :
Name :
Capacity :
Address :

APPENDIX 14C - CONFIRMATION OF SUPPLYING GOODS MANUFACTURED AT THE FACTORY QUOTED

[This form shall be filled on the letter head of the pipe manufacturer’s company]

Date :.....

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

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

Contract No.

We(Name & Address of the PE pipe manufacturer) hereby guarantee that,

1. The Supply of Pipes for the above contract shall be manufactured at the manufacturing factory at(Address of the manufacturing factory).
2. The Supply of Pipe Fittings for the above contract shall be manufactured at the manufacturing factory at (Address of the manufacturing factory).
3. The Supply of Rubber Rings for the above contract shall be manufactured at the manufacturing factory at (Address of the manufacturing factory).
4. The Supply of Couplings for the above contract shall be manufactured at the manufacturing factory at (Address of the manufacturing factory).
5. The Supply of Restraint Joints shall be manufactured at the manufacturing factory at (Address of the manufacturing factory).

.....
Signature of the
Chief Executive Officer/
General Manager of the manufacturer

.....
Seal of the Company

Name :
Address :
.....

The above signed declare that the statement made above is true and correct in every detail.

.....
Signature of the Attorney at Law

.....
Seal of the Attorney

Name :
Address :

APPENDIX 15A - LOCAL ACCREDITED AGENT'S CONFIRMATION OF SUPPLY OF DI PIPE FITTINGS & SPECIALS ACCORDING TO WORK PROGRAMME.

Note: This is to be typed on a company letter heading

[Address of the Local Accredited Agent]

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

**Bid for Water Supply Scheme
 Contract No.....**

We,
[*name of the Local Accredited Agent*] of
(*address of the Local Accredited Agent*) confirm that we will Supply & Deliver DI Pipe Fittings and Specials submitted in this bid to the bidder M/s.
(*Name & Address of the bidder*) according to the work programme of the bidder, included in the bid.

.....
 Authorised Signatory
 and the Company Seal

Attested by the Attorney at Law

.....
 Signature of the Attorney at Law

Name :
 In the Capacity of :

Seal
 In the place of
(*address*)

Witnesses :
 1 Signature :
 Name :
 Capacity :
 Address :
 2 Signature :
 Name :
 Capacity :
 Address :

APPENDIX 16 - DETAILS OF LOCAL ACCREDITED AGENT

Revised on 20-02-2018

1. Name of Local Accredited Agent
2. Official Address
3. Details of Local Accredited Agent's Company
 - 3.1 Names of Directors
 - 3.2 Qualifications of Directors and their experience in business
 - 3.3 Registration with the Registrar of companies
 - (a). Registration Number
 - (b). Date of Registration
 - 3.4 Financial Capacity
(Prove with Audit Financial Statements for last 3 years)
 - 3.5 Technical Competence
 - 3.6 Supporting staff
 - (a) Name :
 - (b) Qualification:
 - (c) Experience
 - 3.7 Office area (m²)
 - 3.8 Stores capacity :
(Indicate the area and location)
 - 3.9 Yard capacity
(Indicate the area and location)
 - 3.10 Past Experience and history of performance
Details of previous supplies to the NWSDB. Copies of the letters of contract Awards and completion certificates shall be attached.

APPENDIX 17 -JOINT VENTURE AGREEMENT

THIS AGREEMENT made and entered into at the places and on the dates hereinafter setforth by and between.

..... a Company duly incorporated under the laws of the and having its Registered Office at and having a place of business in Sri Lanka at(hereinafter referred to as “the Party of the First Part” which term or expression as herein used shall where the context to requires mean and include the said its successor or successors and assigns) of the **ONE PART**.

..... a Company duly incorporated in and having its Registered Office at (herewith referred to as “the Party of the Second Part” which term or expression as herein used shall where the context so requires mean and include the said its successor or successors and assigns) of the **SECOND PART**.

And

..... Company duly incorporated under the laws of the and having its Registered Office at (hereinafter referred to as “the Party of the Third Part” which term or expression as herein used shall where the context to requires mean and include the said its successor or successors and assigns) of the **THIRD PART**.

WITNESSETH

Preamble

1. National Water Supply & Drainage Board of the Democratic Socialist Republic of Sri Lanka has invited offers for the(CONTRACT NO.....)(hereinafter referred to as “the Project”)

2. The parties hereto has agreed among themselves to establish and implement a Joint Venture for the purpose of submission of an offer and in the event of such offer being accepted and the contract being awarded in respect of the.....(CONTRACT NO.....)

.....
.....) execution of the works stipulated in the said contract on the terms and conditions stipulated therein.

NOW THIS AGREEMENT WITNESSETH and it is hereby and between the parties hereto as follows :

ARTICLE 1 – OBJECT OF THE JOINT VENTURE

1.1 The object of the Joint Venture shall be submission of an offer and in the event of such offer being accepted and the contract being awarded in respect of the
.....
.....
(CONTRACT NO.....
.....) execution of the works stipulated in the said contract on the terms and conditions stipulated therein. (hereinafter referred to as “the Project”).

ARTICLE 2 – ESTABLISHMENT OF THE JOINT VENTURE

2.1 The Parties hereto shall establish and carry on the Objects of the Joint Venture under the name “.....” (hereinafter referred to as “the JVC”)

ARTICLE 3 – CAPITAL AND OTHER REQUIREMENTS OF THE JVC

3.1 The equity participation by the Parties hereto in the JVC shall always be in the following proportion :

- i. The Party of the First Part - per centum (.....%) of the equity
- ii. The Party of the Second Part - per centum (.....%) of the equity
- iii. The Party of the Third Part - per centum (.....%) of the equity

3.2 The capital requirement of the JVC shall be determined by the Parties hereto from time to time.

ARTICLE 4 – OWNERSHIP AND LEAD PARTY

- 4.1 There shall be One Hundred shares in the JVC which shall be owned by the parties hereto in the manner following :
- i. The Party of the First Part - shares
 - ii. The Party of the Second Part - shares
 - iii. The Party of the Third Part - shares
- 4.2 The Party of the First Part shall be the Lead party of the JVC.
- 4.3 The Lead Party shall have the authority to
- i. sign and execute any applications, contracts, receipts and any other document including any and all applications, contracts and other documents in respect of the Project and to receive instructions on behalf of the JVC.
 - ii. to represent the JVC at any forum in respect of the Project.
 - iii. be in charge of the Project.
- 4.4 The Lead Party shall also co-ordinate the activities of all the parties in relation to the performance of the Project among the Parties hereto and/or with other appropriate bodies, companies or authorities.
- 4.5 The Party of the Second Part shall act as Deputy Joint Venture Leader of the Third Part and shall act as a and provide for the works of the Project and along with the Lead Party shall coordinate the activities of the Parties in relation to the performance of the Project.
- 4.6 The Party of the Third Part shall act as Deputy Joint Venture Leader of the Third Part and shall act as a for the Project, including the provisions of all for the Project and along with the Lead Party shall coordinate the activities of the Parties in relation to the performance of the Project.

ARTICLE 5 – TENDERING, NEGOTIATIONS AND SIGNING OF THE CONTRACT

- 5.1 The compilation and submission of the offer shall be coordinated by the Lead Party.
- 5.2 Each Party shall provide in time, correctly and completely, all documents and information which the Lead Party may require and which the other Parties may require for the calculating, planning and executing of their respective Scopes of Work.
- 5.3 Each Party shall include in its offer all costs in relation to the execution of its Scope of Works in accordance with the Bid Documents of the Project.

- 5.4 If changes to the Scope of Works are required by one Party that Party shall immediately inform in writing the other Parties of such changes.
- 5.5 The contents of the offer shall be agreed by all the Parties hereto.
- 5.6 All contracts agreements and other writings in respect of the Project wherein the Parties hereto are involved shall be in the name of the JVC.

ARTICLE 6 – FINANCING

- 6.1 The capital requirement of the JVC shall be financed by the Parties hereto in proportion to their equity participation in the JVC stipulated in Article 3.1 herein.
- 6.2 The JVC may obtain working capital over and above its equity by commercial borrowing in Sri Lanka or in overseas if necessary. If, as a condition to granting any such loan, the lender requires guarantee(s), the parties hereto shall undertake to provide the guarantee(s), in the proportion respective of their ownership stipulated in Article 4 herein.
- 6.3 The Party of the First Part shall be responsible to provide the Bid Bond amounting to US\$ Party of the Second Part provides counter bond to the bank of the Party of the First Part in a sum of US\$..... The Party of the Third Part provides counter bond to the bank of the Party of the First Part in a sum of US\$

ARTICLE 7 – SCOPE OF WORKS OF THE JVC

- 7.1 In the event of the Contract for the Project (hereinafter referred to as “the said Contract”) being awarded to the JVC;
 - i. The Party of the First Part shall carry out per centum (.....%) of the Works under the said Contract;
 - ii. The Party of the Second Part shall carry out per centum (.....%) of the Works under the said Contract;
 - iii. The Party of the Third Part shall carry out per centum (.....%) of the Works under the said Contract;
- 7.2 Upon determining the Scope of Works allocated to each party in the manner aforesaid, that party shall be responsible for the proper execution, completion and maintenance of such Works allocated to it including any variations and/or additional Works within the scope of such allocated Works (hereinafter referred to as the “Allocated Works”).

7.3 Each Party shall be entitled to the value of the Allocated Works as stipulated in the said Contract.

ARTICLE 8 – SHAREING OF PROFITS AND LOASSES AND LIABILITIES

8.1 Notwithstanding anything to the contrary the Parties hereto shall be jointly and severally liable to the National Water Supply & Drainage Board for the execution, completion and maintenance of the Works in terms of the said Contract.

8.2 Without prejudice to Article 8.1 each Party shall be responsible for all costs, expenses, liabilities, claims, demands, interest, obligations arising out of the Allocated Works of each Party.

8.3 Each Party shall indemnify and keep indemnified the other from and against all costs, expenses, liabilities, claims, demands, interest, obligations, prosecutions arising out of the Allocated Works of each Party or arising out of the execution of any bonds, guarantees or indemnities of whatsoever nature entered into by the JVC in respect of the Works and are within the scope of Allocated Works of each Party.

8.4 Each Party shall be entitled to the profits or bear the losses made in respect of the Allocated Works of each Party.

8.5 The Party of the Part shall issue a “Domestic Preference Security” to guarantee that the profit and loss distribution and the Allocated Works of each Party shall not be modified during the period of the said Contract.

ARTICLE 9 – BOARD OF MANAGEMENT OF THE JVC

9.1 The JVC shall be managed by a Board of Management consisting of Members (hereinafter referred to as “the Board”)

i. The Party of the First Part shall have the right to appoint Members to the Board;

ii. The Party of the Second Part shall have the right to appoint Members to the Board;

iii. The Party of the Third Part shall have the right to appoint Members to the Board;

9.2 The right of appointment of the nominees conferred on the Parties hereto shall include the right at any time to remove any such persons appointed by such Party and to replace any person who (for any reason whatsoever) ceases to be a Member and from time to time to determine the period which such persons shall hold office as Member.

9.3 Any appointment, removal or replacement of a Member as aforesaid shall be made in writing and be signed by the appointer and shall take effect as from the date of its

receipt at the office of the JVC or on the date of appointment specified in the notice, whichever is later.

- 9.4 The Party of the First Part shall have the right to appoint the Chairman of the Board.
- 9.5 The Board shall meet at least once a month and no business shall be transacted at any meeting of the Board unless a quorum consisting of all Members is present throughout the meeting. All decisions at the Board shall be by a unanimous vote.
- 9.6 The Parties hereto shall ensure that their nominees on the Board shall implement the operating policies decided by the Parties hereto in terms of These Presents.

ARTICLE 10 – MANAGEMENT OF THE JVC

- 10.1 The JVC shall be managed by the Board of Management who shall appoint competent staff to manage the business of the JVC.
- 10.2 The employee of the Parties may be seconded to the JVC to carry on the business of the JVC.
- 10.3 The Board shall decide on the salaries payable to the employees of the JVC and such salaries and all statutory payments due and payable to all employees of the JVC shall be met by and paid out of the funds of the JVC.
- 10.4 The tasks and authority of the staff shall be determined by the Board from time to time.
- 10.5 The Bankers of the JVC shall be such Bank or Banks as the Board shall from time to time agree upon and the Board may open an account or accounts at such Bank or Banks and all cheques, orders for payments and requisitions in respect of the said account or accounts shall be signed by Three Members of the Board.
- 10.6 All income derived from the business carried out by the JVC shall be received by the JVC.
- 10.7 All expenses which may be incurred in carrying on of the business of the JVC shall be paid out of the funds of the JVC and in the case of deficiency thereof then by the Parties hereto in the proportion respective of their ownership stipulated in Article 4 herein.

ARTICLE 11 – ACCOUNTS, AUDIT AND RECORDS OF THE JVC

- 11.1 The accounting system of the JVC shall conform to the generally accepted accounting policies and principles of Sri Lanka and shall accurately reflect the financial position of the JVC.
- 11.2 The Board shall cause to prepare annual and monthly reports with respect to the activities of the JVC. The Board shall approve the said annual and monthly reports.

- 11.3 The Parties hereto agree to cause the books and records of the JVC to be audited at the end of each financial year during the term of this Agreement by the Auditors of the JVC which shall be an independent public accounting firm. Such firm of accounts shall yearly provide the Parties with a financial report in English and in accordance with generally accepted accounting principles of Sri Lanka. Copies of such Annual Audits shall be provided to both Parties hereto at the expense of the JVC. Subject to the approval at the meeting of shareholders such Annual Audit shall be final and binding upon the Parties as to the revenue, costs, fees, expenses, losses and profits of the JVC, absent manifest error or fraud.
- 11.4 All deeds, documents of title, share registers, other registers, minute books, share certificate books, cheque book, all agreements, contracts, records and all other documents whatsoever of the JVC shall be held at the disposal of the Board.
- 11.5 Either Party shall have the right at any time to inspect the books of the JVC at such Party's expense.

ARTICLE 12 – CONFIDENTIALITY

- 12.1 Each Party shall maintain strict confidence and secrecy in respect of all information of a confidential nature received by such party, directly or indirectly, pursuant to this Agreement or otherwise relating to the JVC and shall not use such information other than where necessary for the business of the JVC. The restrictions set forth in this Clause shall not apply to information which (a) was publicly available at the time of such disclosure or subsequently becomes publicly available through no act or omission of the Party making disclosure or; (b) was released by another party to a Third Party without breach of this Clause or (c) the Party is required by law or by a Court of Competent Jurisdiction to disclose such information.

ARTICLE 13 – ASSIGNMENT

- 13.1 Neither of the Parties hereto shall assign this Agreement or rights and obligations accruing or binding on them or their respective shares without the prior written consent of the other being obtained.
- 13.2 Neither of the Parties hereto shall do or willingly suffer to be done anything whereby any property of the JVC may be attached, seized or taken in execution under a writ issued by a Court of Law or other lawful authority or may be otherwise endangered.

ARTICLE 14 – PERIOD

- 14.1 This Agreement shall become effective from the date of this Agreement and shall remain in force until terminated pursuant to Article 15 hereof.

ARTICLE 15 - TERMINATION

- 15.1 This Agreement may be terminated forthwith upon the serving of notice in writing upon the occurrence of any one or more of the following events:
- i. by either party, if the relevant authorities, if any do not approve the Joint Venture inform and substance acceptable to the Parties hereto.
 - ii. by the other party, if one party shall commit a breach of any of its obligations under this Agreement which shall fail to remedy within 60 days from written notice being given requiring that breach to be remedied ;
 - iii. by the other party, if one party shall be or become incapable for a period of 60 days of performing any of its obligations under this Agreement;
 - iv. by the other party, if one party fails to perform the Allocated Works of that party;
 - v. by the other party, if one party or its creditors or any other eligible party shall file for that party's dissolution, liquidation, reorganization or compulsory composition or if that party has entered into dissolution, liquidation, bankruptcy, reorganization, or compulsory composition or if that party is unable to pay any debts as they become due, has explicitly or implicitly suspended payment of any debts as they become due (except those debts which are contested in good faith) or gas liabilities which exceed its assets, or if the creditors of that party have taken over its management or if the relevant financial institutions have suspended that party's clearing house privileges or if any material or significant part of that party's undertaking, property or assets shall be expropriated or confiscated by action of any government;
- 15.2 In the event of the said Contract is not awarded to the JVC then in such as event These Presents shall stand terminated.
- 15.3 In the event of the said contract has been completed and defect liability period have been full filled then in such an event These Presents shall stand terminated.

ARTICLE 16 – CONSEQUENCES OF TERMINATION

- 16.1 Termination of this Agreement shall be made without prejudice to the accrued rights and liabilities of the Parties at the date of termination, unless waived in writing by the mutual agreement of the Parties.
- 16.2 If this Agreement is terminated for any reason whatsoever after the award of the said Contract the Parties hereto shall be paid for the Works executed by each party up to the date of termination of this Agreement upon receipt by the JVC of the monies for such Works carried out by the JVC.
- 16.3 In the event of this Agreement being terminated in terms of Articles 15.1 (ii), (iii), (iv) or (v) herein;

- i. the defaulting party shall be excluded from further participation in the JVC;
- ii. thenon defaulting party/ parties shall continue to carry on the Works in terms of the said Contract. Provided always the defaulting party shall be responsible for the losses incurred in respect of the Allocated Works of the defaulting party/parties;
- iii. thenon defaulting party/ parties shall operate the banking accounts of the JVC to the exclusion of the

and

- iv. the defaulting party shall execute all documents and carry out all acts necessary to transfer the rights of the defaulting party to the non defaulting party and the defaulting party doth hereby grant the non defaulting party the authority and power to execute all such documents and carry out all such acts on behalf of the defaulting party.

16.4 upon termination of this Agreement in the manner aforesaid the Parties hereto shall subject to Article 16.3 herein cause the JVC to be duly dissolved and liquidated.

ARTICLEL 17 – MISCELLANEOUS

- 17.1 Should any of the provisions of this Agreement be void for any reason whatsoever, the validity of the remaining provisions shall thereby not be effected. In such cases the Parties hereto shall agree to replace them in effective provisions by a new one which shall be legally valid.
- 17.2 The Parties hereto shall co-operate closely and confidently in all matters related to the said JVC and will inform one another immediately of any important circumstances effecting the JVC.
- 17.3 Any collateral Agreements must be in writing and made subsequent to this Agreement.
- 17.4 The Party of the First Part shall obtain all necessary approvals to establish and carry on the Joint Venture and to register the JVC with the relevant authorities.
- 17.5 The Parties hereto declare that they have not concluded any contracts or agreements prior to these Presents which are inconsistent with the provisions of this Agreement.
- 17.6 This Agreement shall be governed by and constructed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 17.7 Each Party undertakes to carry out this Agreement in good faith and to respect the spirit as well as the letter of its provisions.
- 17.8 Each Party warrants and represents to the other Party that it has no outstanding commitments or obligations which would impede its ability and right to enter into this

Agreement and/or fulfill its obligation hereunder except those which have been disclosed at the time of execution of this Agreement.

- 17.9 Each Party agrees to hold the other Party harmless and to indemnify the other Party/ Parties against any and all liabilities, losses, damages, finder's fee, commissions and/or expenses which either of them may sustain by reason of the breach or alleged breach of the provisions contained herein.
- 17.10 The failure of any Party at any time or times to require performance by the other Party of any provision of this Agreement shall not affect in any way the right of such Party to require performance of that or any other provision and any waiver by any Party if any breach of this Agreement shall not be constructed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any other right under this Agreement.
- 17.11 The Parties hereby represent and warrant that they have full power, authority and legal right to enter into this Agreement.
- 17.12 The Parties hereby agree and undertake to take all such steps as may be or become necessary to give full effect to the provisions contained in this Agreement and to use their respective votes in the JVC for achieving their objective.
- 17.13 This Agreement shall not be deemed to be for the benefit of any Party other than the Parties hereto nor shall it give any persons other than the Parties hereto any right to enforce its provisions other than in the manner stipulated herein.
- 17.14 Any of the Parties hereto and/or any of their respective Directors shall not or cause any of its subsidiaries and/or associate companies and/or any entity controlled and/or managed by them either directly or indirectly in any capacity whether on their own account or as a member, director, employee, agent, partner, joint venture, advisor or consultant to provide any services in respect of the Project other than as stipulated herein.
- 17.15 All expenses incurred in respect of drafting and preparing this Agreement shall be shared equally among the Parties hereto.

ARTICLE 18 – ARBITRATION

- 18.1 In the event of a dispute or difference arising between the Parties hereto concerning this Agreement or any matter of whatsoever nature arising thereunder or the operation or the interpretation thereof or the rights, duties liabilities of any Party hereto under or in connection therewith or the fair value of the shares of the JVC the Parties hereto agree to resolve such dispute or difference by mutual negotiation and failing settlement by mutual negotiation within a period of thirty (30) days from the date of notification of such dispute by one Party to the other or others, the dispute or difference shall be referred to binding arbitration by two arbitrators if the dispute is between two Parties or if the dispute is between three parties by three arbitrators, one to be appointed by each Party, with provision for an Umpire to be appointed by the

two arbitrators or if three arbitrators are appointed the Umpire to be appointed from amongst them before commencement of the arbitration in the event of indecision of the arbitrators. The Party requesting arbitration, shall, with such request, nominate its arbitrator and the other Party shall within thirty (30) days thereof make its own nomination. Should the other Party fail to nominate its arbitrator within the said thirty (30) days or should any nominated arbitrator fail or refuse to act, the proceedings shall be before the other nominated arbitrator who shall be the sole arbitrator or two arbitrators as the case may be. The decision of the arbitrators or the sole arbitrator or the Umpire as the case may be regarding the dispute, claim or difference and the award made shall be final and binding upon the Parties.

- 18.2 The Rules to be adopted at the Arbitration shall be the Rules of Arbitration Act, No. 11 of 1995 of the Democratic Socialist Republic of Sri Lanka or the Rules of the Arbitration Center of the Institution for the Development of Commercial Law and Practice, Sri Lanka.
- 18.3 The Place of Arbitration shall be in Colombo and the cost of the Arbitration shall be met by the Parties hereto together on a pro-rata basis or singly in accordance with the recommendation of the Arbitrator or Arbitrators.

ARTICLE 19 – NOTICES

- 19.1 All approvals, consents and notices required to be given or served hereunder by either Party hereto to the other/s shall be deemed to have been duly given or served if the same shall have been delivered to be left at or sent by Registered Post by either Party to the other/s at its principal or registered office as the case may be; provided always that either Party aforesaid shall have the right to inform the other/s in writing of any other address at which such approvals consents or notices aforesaid shall be received by it and the same shall be held to have been duly given or served if the same shall have been delivered to left at or sent by Registered Post to such Party at such other address.

IN WITNESS WHEREOF the duly appointed Attorney of
..... has placed his hand,
..... and
..... Have affixed their respective Company Seals
and hereunto and to two other of the same tenor and date as These Presents on the dates and
at the places hereinafter written.

The signature of the said)
the duly appointed Attorney of)
placed his hand hereunto in the presence of following)
witnesses at on this day of)
..... 20.....)

Witnesses :

- 1.
- 2.

The Common Seal of the said)
was affixed hereunto in the presence of)
.....)
..... - Director)
who do hereby attest the sealing thereof at)
..... on this day of 20.....)

Witnesses :

- 1.
- 2.

The Company seal of the said)
was affixed hereunto in the presence of)
1.)
2.)
who do hereby attest the sealing thereof at)
on this day of 20.....)

Witnesses :

- 1.
- 2.

FORM ELI – 1 : Bidder’s Information Sheet

Bidders Information	
Bidder’s legal name	
In case of JV, legalname of each Partner	
Bidder’s country of constitution	
Bidder’s year of constitution	
Bidder’s legal address in country of constitution	
Bidder’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 3.1 and 3.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm of JV named above, in accordance with ITB 5.2 (b).</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 5.2 (f).</p> <p><input type="checkbox"/> 4. In the case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 3.5.</p>	

FORM ELI – 2 : JV Information Sheet

Each member of a JV must fill in this form

Form ELI – 2 : JV Information sheet	
Bidder's legal name	
JV Partner's legal name	
JV Partner's country of constitution	
JV Partner's year of constitution	
JV Partner's legal address in country of constitution	
JV Partner's authorized representative information	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

APPENDIX 18 – AFFIDAVIT BY THE BIDDER

I of being a (Buddhist or any other religionist), do hereby solemnly sincerely and truly declare and affirm as follows.

- 01. I am the Affirmant above named.

- 02. I hereby declare that I have applied for the contract of National Water Supply and Drainage Board bearing No: and my spouse or dependent does not work in National Water Supply and Drainage Board on permanent, casual or contract basis.

The foregoing affidavit having been read over and explained to the affirmant above named who having understood its nature content and context affirmed hereto and set his usual signature hereto in on this day of 20...

Before me

.....
Declarant

.....
Justice of the Peace /
Commissioner for oaths

APPENDIX 19 – NWSDB PRE-QUALIFIED MANUFACTURERS AND THEIR PRE-QUALIFIED ITEMS

Note:

Pre-Qualified pipe manufacturer has been pre-qualified together with pipe fitting manufacturer and rubber ring manufacturer. Therefore, when selecting a pre-qualified pipe manufacturer, his relevant pipe fitting manufacturer and rubber ring manufacturer shall be selected.

When Bidding Document is prepared please include updated list of prequalified manufactures under this Appendix for

- *PVC pipes , fittings & rubber rings*
- *PE pipes & fittings*
- *DI pipes , fittings & rubber rings*
- *DI Valves*
- *DI Manhole covers*
- *DI Couplings, Flange Adaptors, Stepped Couplings and Dismantling joints for DI. Asbestos, GRP, PE & PVC Connection*

APPENDIX 20 -ENTITLED ALLOWANCES ON FOREIGN TRAVELS & RELATED EXPENSES

Category of Countries

Category No.	Countries					Combined & Incidental Allowance
1 st category	Afganistan Albania Algeria Azerbaijan Bahamas Balarus Barbados Belize Bhutan Bolivia Bosnia Botswana	Burundi Cambodia Canary Island Capevrde Cooks Island Domenica El Salvador Etihyopiya Equatorial Gabon Gambia Gibraltar	Guam Kiribati Lao Peoples Dem.Rep. Lesothe Liechtenstein Nacedonia Rep. Malawi Malta Mauritania Mongolia Montenegro Myanmar	Nambia Nauru Netherlands Anti Nicaragua Palau Paraguay Samoa Sao Tome & Prince Serbia Sierra Leon Soloman Island Somalia	Tanzania Swaziland Tajikistan Tunisia Uganda Uzbekistan	US\$ 200 + US\$ 75
2 nd category	Antigue Barbuda Armenia Argentina Bulgaria Bangaldesh Brunei Cameroon Coted Ivoria Costa Rica	Ecuador Fiji French Guiana Guyana Grenada Gerogia Guatemala Greenland	Guinea Bissaw Hawai Haiti Honduras Ireland Iraq Jamaica Korea Dem.Rep.	Liberia Mexico Micronesia Fed. Monaco Mozambique Papua new Guinea Suriname Yeman Rep.	Yogoslavia Tahiti Tonga Vanuatu	US\$ 260 + US\$ 75
3 rd category	Baharain Chile Cyprus Egypt Arab Rep. Estonia Guinea Hungary Indonesia Iran Islamic Rep. Kenya	Kuwait Lithuania Madagascar Mauritius Malayasia Maldives Morocco Macedonia Rep Nepal Oman	Pakistan Panama Peru Pholippines Poland Quarter Romania Ruwada Saudi Arabia Solvenia	Sriyan Arab Rep. South Africa St.Lucia Sudan Thailand Togo Trinidad & Tobago Uruguay Ukrain Venezuela	Vietnam Zaire Zambia Zimbabwe	US\$ 330 + US\$ 75
4 th category	Belgium Benin Burkina Faso Comoros Central African Rep. Colombia Congo	Croatia Cuba Czech Republic Dem.Rep.of Congo Djibouti Greece Iceland	India Ivory Coast Jordan Kazakhstan Latvia Lebanon Luxemburg	Mali New Caledonia Nigeria Portugal Slovak Rep. Spain Taiwan	Turkey United Arab Emirates	US\$ 400 + US\$ 75
5 th category	Angola Australia Austria Brazil Canada Chad	China (Beijin) Denmark France Germany Finland Hongkong	Israel Italy Japan Libiya Netherland New Zealand	Niger Norway Russia Senagal Swedan Seychelles	Singapore South Korea Switzerland United Kingdom USA	US\$ 530 + US\$ 75