**Ref. No.: NWSDB/SBD/SERVICE CONNECTION /Ver 1**

***REVISED ON 08-01-2019***

**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC**

# OF SRI LANKA

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

# NATIONAL WATER SUPPLY AND DRAINAGE BOARD

### ……………………….. WATER SUPPLY SCHEME

**PROVISION OF NEW SERVICE CONNECTIONS**

**CONTRACT No.: …………………………………..**

***REVISED ON 08-01-2019***

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**GALLE ROAD**

**RATMALANA.**

**………………………**

**MONTH & YEAR**

#### DOCUMENT ISSUANCE CERTIFICATE

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

1. STANDARD DOCUMENT REFERENCE NUMBER : **NWSDB/SBD/SERVICE CONNECTION/Ver 1**

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. BUSINESS REGISTRATION NUMBER : ..........................………................

7. a) ISSUING OFFICER : ................................................…….........

b) DESIGNATION : ....................................................………..

c) SIGNATURE : ..................................................………..

8. PLACE OF ISSUE : ........................................................….….

9. SEAL : ………………..………………………………………….…….

10. DATE : ............................ TIME : …..............................……

VOLUME 1

# T A B L E O F C O N T E N T S

##### VOLUME 1

**Volume - 1 of this document is the Volume – 1 of Standard Bidding Document, Procurement of Works, ICTAD publication No. ICTAD/SBD/03 Second Edition – January 2007 with Addendum No 1 issued in January 2009**

###### Volume 1 includes following sections.

Section 1 - Instructions to Bidders

Section 2 - Specimen Forms (Contract)

are not used – Refer Section 12 of Volume II

Section 3 - Conditions of Contract

Standard Bidding Document, Procurement of works Minor Contracts, ICTAD/SBD/03 Second Edition, - January 2007 (with addendum No 1 issued in January 2009) Published by Institute for Construction, Training and Development is applicable in respect of this contract. Any changes to these clauses are indicated in Schedules in Section 5.

**ICTAD/SBD/03 Second Edition – January 2007 and addendum No. 1 of January 2009 are not provided with this Bidding document, and they are available for purchasing at CIDA,Wijerama Mawatha, Colombo 7.**

Revised on 05-05-2016

**VOLUME 2**

# T A B L E O F C O N T E N T S

##### VOLUME 2

|  |  |  |  |
| --- | --- | --- | --- |
| SECTION | |  | **PAGE NUMBER** |
|  | |  | From To |
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|  | Appendix 5 - Maximum allowable area of pit for excavation for tapping for common main | 10 – 7 |
|  | Appendix 6 – Maximum allowable area of pit forexcavation for normal service connection upto40mm | 10 - 8 |
|  | Appendix 7 - Sample Engagement order | 10 – 9 10 - 10 |

**CHECK LIST BEFORE SUBMISSION OF BIDS**

Bidders are advised to fill the following table:

|  |  |  |
| --- | --- | --- |
| **ITEM** | **REFERENCE** | **REMARKS** |
| Documentary evidence to establish eligibility of bidder. | 1.1 |  |
| Signatory to the BID |  |  |
| Evidence for authority for Signatory(ies)  enclosed? | 18 |  |
| Form of Bid |  |  |
| Addressed to the Employer? | 18 |  |
| Completed? | 18 |  |
| Signed? | 18 |  |
| Bid Security |  |  |
| Addressed to the Employer? | 16 |  |
| Format as required? | 16 |  |
| Issuing Agency as specified? | 16 |  |
| Validity as mentioned in the schedule | 16 |  |
| Qualification Information |  |  |
| All relevant information completed? | 4 |  |
| Signed? | 4 |  |
| Addendum |  |  |
| Contents of the addendum (if any) taken in to account? | 10 |  |
| BID package |  |  |
| All the documents given in ITB Clause 12  Enclosed in the original and copy? | 12 |  |
| ITB Clause 19 followed before Sealing the  Bid Package? | 19 |  |
| Copy of VAT registration certificate | 13.3 |  |
| Certified Financial statement for last 3 years and Bank Balance | Appendix 4 |  |

**SIGNATURE OF THE BIDDER**

Revised on 05-05-2016

**INVITATION FOR BIDS**

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**CONTRACT No.: …………………………………..**

**PROVISION OF NEW SERVICE CONNECTIONS**

**INVITATION FOR BIDS (IFB)**

1. The Chairman, Regional Procurement Committee(…………..), National Water Supply and Drainage Board (NWSDB*),……………………………………………………...*

*………………………………………..[Insert relevant RSC Address]* on behalf of the National Water Supply and Drainage Board (NWSDB) now invites sealed bids from eligible and qualified bidders for Trenching, backfilling, Pipe laying & Compaction for New Service Connection to the consumers in ……………………..Water Supply Scheme /Region.

1. Bidding will be conducted through National Competitive Bidding Procedure.
2. Alternative Bids shall not be accepted.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted by the NPA/ NWSDB and shall have Registration with CIDA in the field of …. …………………………in Grade …………… or above at the time of the submission of the bid.
4. Interested bidders may obtain further information from ………………………….. ………………………..over the telephone, number ………………….. Ext. ….. or facsimile number …………….. and bidding documents may be inspected free of charge at the office of the ……………………………………………………………....

6 A complete set of Bidding documents in English language may be purchased by interested bidders on the submission of a written application on a business Letter Head and the Certificate of Registration of the Bidder as per the Act No. 3 of 1987 with the Registrar of Public Contract to the ………………………………………………………………………from …………… until …………….09:00 hours to 12:00 hours and from 13:00 hours to 15:00 hours on normal working days upon payment of a non refundable tender fee of Rs……………………………./= Plus applicable VAT in cash.

7. Bids shall be delivered in duplicate to the …………………………………………… ……………………..at 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.

8 All Bids shall be accompanied by a bid security of Rupees………………………… in the form given in the bidding document. Bid security shall be valid up to …………….*(date)*.

9 Bids shall be valid up to ……………. *(Days)* after closing of bids.

**Chairman**

Regional Procurement Committee, National Water Supply & Drainage Board

Revised on 08-01-2019

## 4. FORM OF BID

## &

## QUALIFICATION INFORMATION

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

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

## PROVISION OF NEW SERVICE CONNECTIONS

## CONTRACT No.: …………………………………..

**FORM OF BID**

To: The Chairman, Regional Procurement Committee

National Water Supply & Drainage Board,

……………………….

……………………….. *[Insert Relevant Address]*.

Gentleman,

1. Having examined the Bidding Document Volume I [ICTAD/SBD/03 - Second Edition, January 2007] and Volume II including Procurement of Works –Minor Contracts, Schedule, Conditions of Contract, Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Works, we /I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Volume I and Volume II including Conditions of Contract, Schedule, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees ……………................................. ………………………………….. LKR..................…………………………….) or such other sums as may be ascertained in accordance with the said Conditions.

2. We/I acknowledge that the Schedule forms part of our Bid.

3. We/I undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in schedules.

4. We/I agree to abide by this Bid for the period stated in the Sub clause 15 of Instructions to Bidders 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/me.

6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ............. day of ............ 20... in the capacity of .............. duly authorized to sign tenders for and on behalf of ............................................................................

(IN BLOCK CAPITALS)

Signature : ....................................................

Name :…………………………………………. Designation : ……………………… Address : ...............................................................................................................

Witness : Signature ...................................................

Name ………………………………...

Address ……………………………………………………………….

……………………………………………………………….

Revised on 08-01-2019

**Qualification Information**

**(To be completed and submitted by the bidder, with the Bid)**

|  |  |  |
| --- | --- | --- |
| **ICTAD Registration** |  | |
| Registration number | *(attach copies of relevant pages from the registration book)* | |
| Grade |  | |
| Speciality |  | |
| Expiry Date |  | |
|  |  | |
| **Qualifications** | *(Details should be submitted as per ITB Clause No.4)*. | |
|  |  | |
| **Blacklisted Contractors** |  | |
| Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/No) | |  |
| IF yes provide details |  | |
|  |  | |
| **VAT Registration Number** |  | |
|  |  | |
| **Legal status** | *Public company/Private company/Partnership/Sole proprietor (attach relevant status copies, as annex)* | |
|  |  | |
| **Value of similar works completed in last 5 years** | 1. Value Year ……………..  2. Value Year …………..  3. Value Year …………….  4. Value Year …………….  5. Value Year …………….  (*attach copies of Certificate of Completion etc., as annex Appendix 1A)* | |
|  |  | |
| **Value of other Construction works performed in last 5 years and ongoing** | *(attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure statement)* | |
| Year ….. | Complete details in Appendix 1B | |
| Year ….. |  | |
| Year ….. |  | |
| Year ….. |  | |
| Year ….. |  | |
|  |  | |
| **Construction equipment proposed** | Complete details in Appendix 3 | |
| **Qualification and experience of staff – Site** | Complete details in Appendix 2A,2B | |
| **Financial Capabilities** | (attach copies of certified financial statements of last year  and bank balance (Complete details in Appendix 4.) | |
| **Other information requested under ITB Clause 4.3** | Any other details in support of the bid. | |

## SCHEDULE

**Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
| 1. | 1.1.8 | **Employer** is :  **Authorized**  **Representative** | Name : National Water Supply & Drainage Board  Address: Galle Road, Ratmalana  NWSDB or the Board shall mean the Employer  The Chairman,  National Water Supply & Drainage Board |
|  | 1.1.10  1.1.10 | **Engineer** is:  **Engineer’s**  **Representative**  **Engineer’s**  **Representative** | Name : General Manager  Address: National Water Supply & Drainage Board, Galle Road, Ratmalana  Add to Cl 1.1.10 of CC  Engineer’s Representative  The Engineer’s Representative means a person appointed from time to time by the Engineer .The Engineer’s Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer.  The Engineer may delegate any of his duties and responsibilities to Engineer’s Representative or others, except to the Adjudicator, after notifying the contractor , and may cancel any delegation after notifying the contractor.    Engineers Representative is  Name : ………………………………..  Address: ………………………………..  ………………………………..  …………………………………..[Fill the name and Address of Relevant DGM at Head Office or RSC/AGM of relevant RSC or Province/Manager (O&M)] |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
| 1 & 13 | 1.1.21 | **Scope of Works** | The Works consists of:  *Trenching, Backfilling with approved materials, compaction to obtain 98% compaction, Laying of Pipes for providing new service connections to the consumers to the following regional areas.*   |  |  | | --- | --- | | Region | Area | |  |  | |  |  | |  |  | |  |  | |  |  | |  |  | |
|  |  |  |  |
|  |  |  | The contractor will be required for the execution of work at the sites through a duly authorized engagement order issued by the Deputy General Manger or Assistant General Manager and delivered to the contractor at least 14 days before the date of commencement of work, as stated in the engagement order. **(Tapping the main pipe line and installation of meters & valves will be done by the NWSDB)**  Excavation, backfilling, pipe laying and compaction for new service connections involves following works  i. Excavation of any type of road, upto the main line, exposing the mainline upto the required level for the tapping, backfilling and compaction to motorable condition.  ii. Dewatering (If necessary)  iii. Provision of shoring for all excavations  iv. Provide barricade, safety precautions, warning boards warning lights etc during the execution of works in the roads.  v. Maintaining traffic flow during the work  vi. Laying and jointing of pipes & specials for this work.  vii. Completion of service orders issued to the contractor and return to the Board.  viii. Reconciliation of materials issued to the contractor by the Board. |
| **ITB Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  |  |  | Contractor shall work according to the NWSDB work programme and should always assist NWSDB to achieve its targets as programmed. |
|  |  |  | The contractor should follow and maintain pipe laying standards specified in the Specifications to carryout the above scope of work and he should provide all plant and equipment necessary to execute the works.  All pipes, fittings and specials required for the pipe laying for provision of service connections will be provided by NWSDB unless otherwise stated.  Any damage to external properties (any third party damage) shall be borne by the Contractor. Contractor shall attend for any repair or leak appeared after laying of service connection within a day. If fail to attend 10% of the cost of particular service connection shall be deducted. |
|  |  |  |  |
| 1. | 1.1.14 | **Intended Completion Date** | Delete the content and add following  Intended completion date is ….. days from the start data.  The contractor shall obtain work orders daily from the respective Area Engineer/District Engineer/OIC Office and shall handover the completed orders to the Area Engineer/District Engineer/OIC daily. In providing service connection, the contractor should take every possible action to complete the work in order to provide the service connection to the applicant by within 3 days from the date of order to the contractor and return the all documents within seven (07) days from the date of issue of order. |
|  |  |  |  |
|  |  |  | In case of common main connections, the contractor should take every possible action to complete the work in order to provide the service connection to the applicant by the within 7 days from the date of order to the contractor and return the all documents within ten (10) days from the date of issue of order.  Any difficulties due to unavoidable circumstance, prior approval should be taken from the respective Area Engineer/District Engineer/OIC to keep the order more than seven(07) days with the contract.  Revised on 22-11-2013 |
| **ITB Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | 1.5 | **Communication** | Language is ……………………. ………….*[Specify Tamil or Sinhala – depending on the locality]* and English. |
| 2. |  | **Source of Funds** | The source of funds is ……………………….  *[Insert name of the funding Source eg. for Capital Budget GOSL, for Board funds – NWSDB funds/O&M, etc.]* |
| 4 |  | **Eligibility & Qualifications** | The registration required is    Specialty …………………..........................  *[shall be stated same as in Invitation for* *Bids]* and Grade …………………………………. |
| 7 |  | **Site Visit** | Contact person for site visit is    Name ……………..  Designation ……………..  Address ……………..  Telephone No ……………... Fax No …………….. |
| 12 |  | **Document Comprising the Bid** | Delete the content in the clause and substitute with the following    The bid submitted by the bidder shall comprise the following.    (A) Enclosed in the envelope marked as “Original”  (a) duly completed Volume 2 of the bidding document as specified in the ITB Cl 8  (b) Bid security  (c) any other information requested in Schedules    (B) Enclosed in the envelope marked as “ Copy”  (a) duly completed Volume 2 of the bidding document as specified in the ITB Cl 8  (b) any other information requested in Schedules |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | **2.3** | **Engineer’s Instructions** | Removal of work or materials not up to Standard. The Engineer shall during the progress of the Works have power to order in writing from time to time.   1. the removal from the site, within such time or times as may be specified in the order, of any materials which, in the opinion of the Engineer, are not in accordance with the Contract. 2. the substitution of suitable materials and 3. the removal and re-execution in correct manner with suitable materials notwithstanding any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract. |
|  | **3.0** | **The Engineer** | Add following sub clauses |
|  | **3.2** |  | **Duties and Powers of Engineer’s Representative** |
|  |  |  | The Engineer’s Representative shall be responsible to the Engineer and his duties shall be to watch and supervise the Works, test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the Works**.**  Engineers Representative shall appoint his subordinate officers to supervise the work at site.  Engineer may delegate to the Engineers Representative a part or whole of the authority which is exercised by the Engineer time to time in writing and may be withdrawn time to time at his discretion. |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | **4.1** | **Contractor’s General obligations** | **Add Following Sub Clauses** |
|  | **4.1.1** |  | **Engagement of Labour**  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 health and safety and other facilities, ETF, EPF and any other gratuity and compensations and payments thereof.  The Contractor shall where possible employ skilled and semi skilled labour possessing National Certificate of Trade Tests issued by the National Apprentice & Industrial Training Authority. |
|  |  |  | The contractor shall appoint Technically qualified or similar work experienced personnel in full time basis as supervisor under the contract. The contractor shall submit the details and curriculum vita (CV) of the officers he intends to assign as supervisor for this contract with the bid. The appointment of the officers shall be subject to the approval of the Engineer’s Representative.  If it is necessary to replace any member of the staff who assigned by the contractor during the contract, the contractor shall forthwith arrange for such replacement with a person who is having comparable experience or higher and with the approval of Engineer’s Representative.  The contractor shall deploy adequately skilled fitters and labourers to carryout the work.  The fitters & Labours shall have at least 03 years experience in similar works. |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | Data |
|  | **4.1.2** |  | Supply of Water The Contractor shall, so far as is reasonably practicable, having regard to local conditions provide on the site to the satisfaction of the Engineer’s Representative, an adequate supply of drinking and other water for the use of the Contractor’s staff and work force. |
|  | **4.1.3** |  | Alcoholic Liquor or drugs The Contractor shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any Alcoholic Liquor, or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his Sub Contractors, agents or Employees. |
|  | **4.1.4** |  | Arms and Ammunition The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid. |
|  | **4.1.5** |  | Festivals and Religious CustomsThe Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs |
|  | **4.1.6** |  | **Disorderly Conduct etc.**  The Contractor shall at all time take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood or the Works against the same. |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | **4.1.7** |  | **Other Conditions Affecting Labour and Wages.**  The Contractor shall indemnify and keep the Employer indemnified against all claims made under the Sri Lanka’s Workmen’s Compensation Ordinance No. 19 of 1934, the Employee’s Provident Fund Act No. 15 of 1958 and Employees Trust Fund Act No. 46 of 1980 and any statutory amendments thereto or modification thereof. Contractor shall make arrangements to enroll all his employees to Employees Provident Fund, Employee’s Trust Fund and any other statutory requirements and pay such sums to these institutions in time. |
|  | **4.1.8** |  | **Sanitation Facilities**  The Contractor shall provide adequate latrines on the site for the use of his staff and workers and separate latrines for the sole use of Engineer’s staff in accordance with requirements of the local authority and shall maintain same in a clean and good sanitary state at all times. |
|  | **4.1.9** |  | **Other facilities**  The contractor shall provide suitable communication system such as mobile phone or similar to contact the supervisors employed by him at site in the case of any emergency. The contractor shall arrange transport facilities for his employees necessary to carry out operations under the contract. The contractor shall supply stationary, printings and all other expenses required to carry out the operation under the contract satisfactorily. |
|  | **4.1.10** |  | Clearance of Site on Completion On completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant, surplus of material, any surplus excavated materials, rubbish and Temporary works of every kind and leave the entire Site and Works in a clean condition to the satisfaction of the Engineer |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | **4.1.11** |  | Contractor’s SuperintendenceNotwithstanding 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 shall provide a competent person as the authorized agent or representative and shall obtain approval of the Engineer in writing which approval may be withdrawn at any time by the Engineer shall 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 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 3.2 hereof, the Engineer’s Representative |
|  | **4.1.12** |  | **Contractor’s Employees**  The Contractor shall provide and employ on the Site in connection with the execution of the works and remedying defects after completion of works.  only such technical personnel as are skilled and experienced in their respective category of works and such sub agent, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise; and such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution, remedying any defects & maintenance of the Works. |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  |  |  | The contractor shall provide a experienced and qualified supervisors for each Manager (O&M)’s regions of the NWSDB to supervise the quality of work and to attend to the contract administration work and each supervisor shall be available at site with suitable communication system like mobile phone or similar to contact in the case of any emergency. |
|  |  |  | The contractor shall upon receiving board’s notification to such effect forthwith remove such employees from the contract and thereafter never permit or allow to such person/persons in the same contract or in other area.  All employees employed by the contractor to execute the contract in terms of this agreement shall be employees of the contractor only and of the NWS&DB and the name of the NWS&DB shall not be mentioned by the contractor in any of its letters of appointment or any other document given to its employees assign to perform the work and services under this contract.  The contractor shall issue a special identity card for his staff giving full name and national Identity Card Number with contractors name for security purposes.  **Working Gang**  The working gang should consist of at least one (01) fitter and two (02) labourers. Contractor should not assign less than two (02) labourers for one connection |
|  | **4.1.13** |  | **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 save as mentioned in Clause 5 Conditions of Contract. |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | 4.1.14 |  | **Safety**  **Staff and Labour**  The Contractor shall:   1. comply with all applicable safety regulations of the Department of Labour and NWSDB; 2. take care for the safety of all persons entitled to be on the Site;   Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and Engineer’s staff and labourers assigned for the works. |
|  | 4.1.15 |  | **Temporary Works**  Contractor shall provide all Temporary Works at Contractor’s cost (including roadways, footways, guards and fences) which may be necessary for the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land |
|  | 4.1.16  4.1.17 |  | **Contractors Plant & Equipment**  The contractor shall make available and maintain all necessary tools that may be required by the contractor for the purpose of the contract at the contractor’s cost and under the contractor’s custody during the term of this agreement. The NWS&DB shall not be responsible for the supply of maintenance of such tools.  **Working Hours**  The contractor shall work six days per week except Sunday. Normal working hours shall be 8.00 a.m to 5.00 p.m. no Sunday and night works allowed. If it is necessary to work on Sundays and /or after 5.00 p.m. to provide service connections on RDA roads or any other reason, prior approval shall be obtained from the Engineer or his representative. |
| 12. |  | **Documents of the Bid** | Any other information ………………………….  (Specify if any) |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITB Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
| 13 |  | **Bid Prices** | Delete the 1st para and substitute with this  Unless stated otherwise in the bidding documents, shall be for the whole works based on the Schedule of Unit rates and prices submitted by the bidder. |
| 13.3 |  |  | 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. |
| 15.1 |  | **Bid Validity Period** | The bid shall be valid for ……….. days from the date closing of bids as specified in the IFB |
| 16 |  | **Bid Security** | Bid shall include a Bid Security, payable to the Employer on demand.   * for an amount *………………………………* * Valid until …………………….[give a date] *[Should be a date 28 Days beyond the validity of the Bid as specified in the IFB ]* * And issued by an agency stipulated below using the Form for Bid security (unconditional on demand guarantee) included in Section 9, Specimen Forms  1. A Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka 2. A Fixed deposit or a pass book of a bank operating in Sri Lanka, deposits made in the name of the National Water Supply and Drainage Board. 3. A Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document). 4. a certified cheque issued by a Bank operating in Sri Lanka in favour of National Water Supply and Drainage Board |
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Revised on 17-02-2015

Revised on: 15-02-2012

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| **ITB Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
| 31. | 4.4 | **Performance Security** | Amount of Performance Security shall be Rs. ………… and shall be provided in the form included in the bidding document in section 9 The guarantee shall be payable to the Employer on demand and shall be issued by an agency stipulated below.   1. A Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka 2. A Fixed deposit or a pass book of a bank operating in Sri Lanka, deposits made in the name of the National Water Supply and Drainage Board. 3. A Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document). 4. A Certified cheque issued by a Bank operating in Sri Lanka in favour of National Water Supply and Drainage Board |
|  | 6.2 | **Programme** | **Add to the Clause**  The contractor shall be required to submit a weekly programme to the officer in charge of the site two days ahead and to ensure the implementation of the work according to the programme. If any changes to be done, the officer incharge shall be informed in advance and the progress for each day (Completion Report) should be informed on the same day evening or on the following day morning. |
|  |  |  | **Rate of Progress**  If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works of any section is at any time, in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as are necessary, and the Engineer may approve to expedite progress so as to complete the Works or such Section by the prescribed time or extended time. The Contractor shall not be entitled to any additional payment for taking such steps. |

Revised on: 15-02-2012

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| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  |  |  | If, as a result of any notice given by the Engineer under this Clause, the Contractor shall seek the Engineer’s permission to do any work at night or on Sundays, or other recognized days of rest, such permission shall not be unreasonably refused. Any additional cost incurred shall be borne by the Contractor. |
|  | 6.2.3 |  | Progress meeting shall be held at least once a month. |
|  | 6.4 | **Late Completion** | The amount to be paid is Rs………………… per Day, subjected to maximum of 10% of the value of the each engagement order (See Appendix 7 for Sample format). |
|  | 7.1 | **Completion** | Upon completion of the Defects Liability Period the contractor shall request the Engineer to issue a Final Certificate. The Engineer shall issue the Final Certificate upon being satisfied that the Contractor has rectified the Defects if any to the satisfaction of the Engineer. |
|  | 7.2 | **Taking Over Notice** | The Engineer shall issue Completion Certificate on satisfactory completion of the work and take over the site. |
|  | 8.1  8.1.1 | **Notification of Defects** | The period for Defect Notification is 14 Days from the date of Taking Over.  The contractor shall ensure for leak proof for a period of 14 days from the date of completion, If leaks occur during this period the contractor shall repair the leak within 24 hours by using his own pipes and specials without additional cost to the NWS&DB/Engineer.  **Add following sub clause**  **Completion of outstanding works and remedying defects** To the intent that the Works shall at or as soon as practicable after the expiration of the Defect Liability Period, be delivered to the Employer in the Condition required by the Contract, |

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| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  |  |  | fair wear and tear excepted to the satisfaction of the Engineer, the Contractor shall finish the work, if any, outstanding at the date of completion, as certified under Clause 7 hereof as soon as practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification, and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defect Liability Period, or within fourteen days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration. |
|  | 8.1.2 |  | **Cost of Execution of Work of Repair etc.**  All repair works shall be carried out by the Contractor at his own expense, if the necessity thereof shall, in the opinion of the Engineer, be due to the use of materials or workmanship not in accordance with the Contract, or to neglect of failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor’s part under the Contract, If, in the opinion of the Engineer, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work |
|  | 10.1 | **Monthly Statement** | Add Sub Clause  The contractor shall submit monthly statement before the 10th of the following month. |
|  | 10.2 | **Valuation of the works** | Add Sub Clause 10.2.1 Payment certificatesEngineer shall check whether contractor’s monthly statement for payment includes all required supporting documents. If not , engineer shall within 14 days , return the payment certificate to the contractor to resubmit with the required supporting documents. Engineer shall check the validity of guarantees and bonds in accordance with the contract prior to certifying any payment. |

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| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | 10.4 | **Payment at completion,**  **(Retention )** | Add to Clause 10.3  The amount of retention is 5 % of certified value of work done of each engagement order (See Appendix 7 for Sample format).  The maximum amount of retention is not applicable. |
|  | 10.10 | **Price Adjustment** | Add to the Clause  The Contract Price shall not be subjected to price adjustment. The rates given shall be valid up to a period of 1 year |
| 27 |  | **Evaluation & comparison of Bids** | Add to the 2nd paragraph of the clause  e) The bids shall be evaluated according to the  evaluation criteria as given in the Annex 2.  Maximum weightages required to be  qualified to award the contract is given below.  i) The Bidder shall obtain at least 40% of weightage  for each items in evaluation criteria to qualify for  the tender.  ii) The pass marks is 50% of the Total weightage.  iii) The Bidder who receive weightage less than 50%  of Total weightage shall be rejected.  iv) The Bidders who received weightage more than  or equal to 50% of Total weightage will be  considered for financial evaluation. |
| 28 |  | **Award criteria** | The Contract shall be awarded to the substantially responsive lowest evaluated bidder or contract shall be awarded to number of bidders who are substantially responsive and evaluated rates are acceptable to the procurement committee .  The number of successful bidders will be decided, based on the number of new connection to be given during the contract period  In such case, Procurement Committee may negotiate with other bidders who have quoted higher rates than the lowest evaluated bid price to bring down others quoted rates to that of the lowest rate. |

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| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  |  |  | In any case, contract shall not be awarded to a bidder who has not obtained pass marks as stipulated in sub-clause 27. |
|  | 10.12 | **Advance Payment** | Not Applicable |
|  | 11.1 | **Default by the contractor** | **Compensation / Damages**  The contractor shall solely be responsible for any damage(s), arising directly or indirectly during work performed by the contractor to the surrounding or any object(s), or person(s) whether willful or accident in nature and be duly compensated by the contractor. If contractor fails to compensate same within one week or end of the contract period which ever falls early, the Employer shall compensate it and duly deduct the same from the eligible payment to the Contractor. |
|  |  |  | The defects due to laying of pipes at incorrect depths, poor workmanship and inadequate compaction (not conformed to RDA requirement) shall be rectified by Employer and the cost shall be recovered from the contractor. |
|  | 11.1 | **Penalty for Default by the contractor** | The Employer has right and authority to deduct charges as penalties for the non performance items of the contract from the contractor’s monthly bill. |
|  | 11.4 | **Payment upon termination** | **Add to the Clause**  Revised on 04-07-2016  **Termination of Engagement**  The Engineer or his representative shall have authority to terminate the engagement under this contract by giving short notice to the contractor. |
| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | 13.0 | **Insurance** | All insurance under this contract shall be executed by a reputed insurance Company/Corporation registered under Insurance Board of Sri Lanka.   * + - * 1. The minimum cover for personal injury or   death,  • For third party and employees of the  Employer and other persons employed by  the Employer in the Works is LKR 1,000,000  per event, Number of events are unlimited.     1. The minimum cover for personal injury or   death;  • for the Contractor's workmen is LKR  1,000,000 per event, Number of events are  unlimited;.  • Contractor's employees other than workmen is  Rs 1,000,000 per person, Number of events  are unlimited;  • Employer’s Employees and Consultant’s  Employees who carryout supervision on the  Janitorial Service is Rs 1,000,000 per event;  No of supervisory staff ……………………..  Number of events are unlimited. |

Revised on 04-07-2016

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| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
| 30.1 |  | **Award and Signing of Agreement** | 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. |
| 33. | 1.1.11  14.0 | **Adjudicator**  **Resolution of Disputes** | Adjudicator shall be appointed when necessity arises.  Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case by case basis and shall be equally shared by the Contractor and the Employer. |
|  | 15  15.1 | **Taxation** | **Add this new Clause 15 as follows**  **Giving of Notice and Payment of Fees.**  The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statutes, Ordinance, or other Law or any regulation or bye- law of any local or other duly constituted authority in relation to the execution of the Works and by rules and regulations of all public bodies and companies whose property or rights are affected or may be affected, in any way by the Works |
|  | 15.2 |  | **Compliance with statutes, Regulations etc.**  The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.  Revised on 17-02-2015 |

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| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | 15.3 |  | **Income Taxes on Staff**  The Contractor's personnel shall be liable to pay personal income taxes in Sri Lanka in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations |
|  | 15.4 |  | **Local Taxation and Income Tax**  (a) The prices bid by the Contractor shall indicate separately Value Added Tax (VAT) with the VAT Registration Number. All other taxes that may be levied according to the Laws and regulations in being as of the date 30 days prior to the submission of bids in Sri Lanka on the constructional plant, materials and supplies (both permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract shall be included in the bid. Nothing in the Contract shall relieve the Contractor from his responsibility to pay the tax that, may be levied in Sri Lanka on profits made by him in respect of the Contract. |
|  | 16  16.1 | **Employer’s Liabilities** | Add following Sub Clause 16 as follows.Cessation of Employer’s Liability |
|  |  |  | The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works, unless the Contractor shall have made a claim in writing in respect thereof before the issuing of the Final Certificate under this Clause. |
|  | 16.2 |  | Unfulfilled Obligations |
|  |  |  | Notwithstanding the issue of the Final Certificate, the Contractor and subject to sub clause 19.1, the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the contract prior to the issue of the Final Certificate which remains unperformed at the time such Certificate is issued, and for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto. Revised on 16-09-2014 |

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| **ITB**  **Clause** | **Conditions of Contract Clause** | **Item** | **Data** |
|  | 17 | **Miscellaneous** | **Bribes** |
|  |  |  | If the Contractor or any of his sub contractors, agents or servants offers to give or agrees to offer or give to any person, any bribe, gift, gratuity or commission as an inducement or regard for doing or forbearing to do any action in relation to the contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Employer, then the Employer may enter upon the site and Works and terminate the employment of the Contractor and the provision of Clause 11.1 hereof shall apply as if such entry and termination had been made pursuant to that Clause |

**Annex 1 to the Schedules**

#### Activity Penalty

1. Non provision of traffic cones 10% of the connection price

Warning tapes barricades, danger boards, or relevant BOQ item.

Blinkers and other safety precaution

ii. No proper backfilling and compaction 10% of the connection price

or relevant BOQ item or cost

incurred by the Board for

rectification

ii. Improper handling ,fixing and installation, No payment for the

of fittings and materials connection.

iii. Unsatisfactory finishing work 5% of the connection

price or BOQ item

iv. Delay in providing of connection 5% of the connection price

for each delayed working

day.

v. Non providing of communication 2% of the each interim bill

facilities as specified. value.

vi. If contractor takes more than 24 hrs to Value of loss of water with

attend for a new connection leak or 10% surcharge.

Public complain about new connection

given.

vii. Obtaining bribes claiming money or other 10times of the connection

form of benefits from the consumer by price and suspension of

contractor or his staff. contract for 3 months until

case is verified and action

decide by the Engineer.

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** |  |
|  |  |  |
|  | The Bids shall be evaluated according to the criteria given below. | |
|  |  |  |
|  | **Evaluation Criteria** | **Maximum** |
|  |  | **Weight** |
|  | **i ). Experience in similar work**  ( Refer Appendix 1A ) | **09** |
|  | ( 3 points for each year) |  |
|  | **Sub Total** | **09** |
|  |  |  |
|  | **ii). Experience in Other works** (Refer Appendix 1B) | **06** |
|  |  |  |
|  | **Sub Total** | **06** |
|  |  |  |
|  | **iii). Plant & Equipment** (Appendix-3) |  |
|  | c). Road breakers | **15** |
|  | d). Compactors | **15** |
|  | e). Asphalt cutters | **10** |
|  | **Sub Total** | **40** |
|  |  |  |
|  | **iv). Personnel** (Refer Appendix 2A & 2B) |  |
|  | a). Supervisors | **15** |
|  | b). Fitters | **10** |
|  | c). Labourers | **5** |
|  |  |  |
|  | **Sub Total** | **30** |
|  |  |  |
|  | **v). Total no of gangs could be assigned for the contract** | **15** |
|  | ( Annex - 4 ) |  |
|  |  |  |
|  |  |  |
|  | **Sub Total** | **15** |
|  | **Total** | **100** |

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|  | **Annex 2 to the schedules**  **Evaluation of Tenders** | | | | | | | | | | |  |  |  |  |
| **Evaluation Criteria** | **Maximum** | | **Firm Name** | | | | **Firm Name** | | | **Firm Name** | | **Firm Name** | | **Firm Name** | |
|  | **Weight** | | **Rating** | | **Score** | | **Rating** | | **Score** | **Rating** | **Score** | **Rating** | **Score** | **Rating** | **Score** |
| **i ). Experience in similar works** | **9** | |  | |  | |  | |  |  |  |  |  |  |  |
|  |  | |  | |  | |  | |  |  |  |  |  |  |  |
| **ii). Other Experience** | **6** | |  | |  | |  | |  |  |  |  |  |  |  |
|  |  | |  | |  | |  | |  |  |  |  |  |  |  |
| **iii). Resources** |  | |  | |  | |  | |  |  |  |  |  |  |  |
| a). Road Breakers | **15** | |  | |  | |  | |  |  |  |  |  |  |  |
| b). Compactors | **15** | |  | |  | |  | |  |  |  |  |  |  |  |
| c). Ashphalt cutters | **10** | |  | |  | |  | |  |  |  |  |  |  |  |
|  |  | |  | |  | |  | |  |  |  |  |  |  |  |
| **iv). Personnel** |  | |  | |  | |  | |  |  |  |  |  |  |  |
| a). Supervisor | **15** | |  | |  | |  | |  |  |  |  |  |  |  |
| b). Fitters | **10** | |  | |  | |  | |  |  |  |  |  |  |  |
| c). Labourers | **5** | |  | |  | |  | |  |  |  |  |  |  |  |
|  |  | |  | |  | |  | |  |  |  |  |  |  |  |
| **v). Total no of ganga could be assigned for the contract** | **15** | |  | |  | |  | |  |  |  |  |  |  |  |
|  |  | |  | |  | |  | |  |  |  |  |  |  |  |
| **Total Score** | **100** | |  | |  | |  | |  |  |  |  |  |  |  |
| **Note: 1. The tenders shall obtain at least 40% of the score from each item in (I) to (V)** | | | | | | | | |  |  |  |  |  |  |  |
|  | |  | |  | |  | |  |  |  |  |  |  |  |  |
| **2.RATING** | |  | |  | |  | |  |  |  |  |  |  |  |  |
| Excellent 85% - 100% | |  | |  | |  | |  |  |  | **………………………………………….** | | | | |
| Good 70% - 84% | |  | |  | |  | |  |  |  |
| Average 50% - 69% | |  | |  | |  | |  |  |  |  |  | |  |
| Below Average 0 - 49% | |  | |  | |  | |  |  |  |  |  | |  |
| **3. Total SCORE** | |  | |  | |  | |  |  |  |  |  | |  |
| Sum of all Maximum weight x Rating / 100 | |  | |  | |  | |  |  |  |  |  | |  |
| 4. Only tenders who received 50% or more will be considered for Financial Evaluation | | | |  | |  | |  |  |  |  |  | |  |

1. **SPECIFICATIONS**

Civil Engineering construction 6a-1

Specifications for Provision of Service Connection 6c-1 6c-4

Specifications for Trench Excavation, Backfilling 6d-1 6d-14

& Road Reinstatement

**7. LIST OF DRAWINGS**

**LIST OF DRAWINGS**

|  |  |
| --- | --- |
| **Drg. No.** | Description |
|  |  |

1. **BILLS OF QUANTITIES**

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

**BILLS OF QUANTITIES**

**PREAMBLE**

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

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

2. The rates and prices entered in the Bills of Quantities shall be deemed to be the full inclusive value of the work covered by the several items including the following unless expressly stated otherwise:

1. Labour, plant and all costs in connection therein.
2. The supply of materials, goods storage and costs in connection therewith including waste and delivery to site.
3. Fixing, erecting and installing or placing of materials and goods in position
4. All temporary works and construction maintenance works.
5. All general obligations, liabilities and risks involved in the execution of the works
6. Selection, provision and testing of materials and workmanship as required by the specifications.
7. Establishment charges, overheads and profits.
8. Supervisory and construction management costs.

3. A price or rate shall be entered against each item, schedule, etc., in the Bills of Quantities whether quantities are stated or not. Items against which no price is entered shall be considered to be covered by or included with other prices or rates in the Bills of Quantities. No claim for omissions on the part of the Contractor will be entertained.

4. Bids which group several items together in the Bills of Quantities under one price will not be acceptable.

5. The quantities stated in the Bills of Quantities are estimates only. They are not be regarded as the exact quantity of work to be done or materials to be supplied and all work will be measured net as constructed for purposes of ascertaining the payment due in accordance with the contract.

6. Items marked “P Sum” in the Bills of Quantities are Provisional Sums and shall not to be executed unless ordered by the Engineer. This may be expended wholly or in part as directed by the Engineer.

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

km - Kilo metre

m - Linear metre

m2 - Square metre

m3 - Cubic metre

nr - Number

8. No deviations, amendments or modifications to the Bills of Quantities (BOQ) or/and the construction drawings pertaining to the contract will be allowed unless the Engineer does authorize the Contractor in writing.

9. If the opinion of the Contractor is that a deviation, amendment or modification to the Bills of Quantities or/and construction drawings is necessary for the total completion of the works to the satisfaction of the Engineer, same shall be informed to the Engineer by the contractor in writing requesting an order.

10. The rates for excavation shall include for excavation in whatever material may be found, and shall , include for breaking through surfaces, for refilling excavations and ramming , removing and final disposal of surplus soil , except that arising from the importation of selected materials , loading carting and disposing selected surplus excavated materials when ordered by the Engineer , handling different class of material separately, re handling as often as necessary and maintenance of surfaces, in highways , paved areas and footpaths and permanent reinstatement of all surfaces paved areas and footpaths and every other expensed in strict conformity with the Specification.

11. “Extra over excavation” items are included for hard material, defined as concrete, rubble, etc., and the rates quoted for the hard material shall apply to whatever quantities are finally measured and at whatever depth these materials are encountered.

12. The rates for excavation in trench shall include for all those matters described in the excavation paragraph including standard pipe bedding and surround and shall be based on the average depths stated in the bills of quantities . The rates shall include for crossing under existing utility service connection to individual premises or properties in accordance with Specifications.

13. The Contractor should note that the depth of trench excavation is measured as depth to invert and not to formation.

14. Maximum Allowable area for excavation for main tapping shall be as per appendix 5 in section 10 Appendices

15. Maximum Allowable area for excavation for normal tapping shall be as per appendix 6 in section 10 Appendices

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**PROVISION OF NEW SERVICE CONNECTIONS**

## CONTRACT No.: ………………………………………

**Bill No 01 – General**

**Note:**

1. Item No. 1, 2 & 4 of Bill No. 1 for the total contract per year.

2. Item No. 3 of Bill No. 1 for each Manager/Area per month.

3. Allow for all costs and expenses for complying with the General Conditions of contract and specification.

4. Any services not specifically provided for will be deemed to have been included in the rates of items in the Bill of Quantities.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Qty.** | **Unit** | **Rate Per Month**  **Rs. Cts.** | **Amount Per Year**  **Rs. Cts.** |
| 01.  02.  03. | Provision for all Insurance under the contract.  Provision of all contractors temporary facilities and services including maintenance and removal on completion.  Provision of communication facilities as specified in clause 4.1.9 General Condition of contract |  | P.Sum  Item  P.Sum |  |  |
|  | Total of Page No. 8 - 3 Carried to  Summary in Page No. 8 – 4 |  |  |  |  |

**SUMMARY OF BILL NO. 01**

Revised on 16-05-2017

|  |  |
| --- | --- |
|  | **Amount**  **Rs. Cts.** |
| **Page Number** |
| Page No. 8 - 3 |  |
| Total of Page No. 8 - 4 Carried to  Summary in Page No. 8 – 9 |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **NATIONAL WATER SUPPLY AND DRAINAGE BOARD**  **Trenching, Backfilling & Pipe Laying for Provision of**  **New Service Connections** | | | | | |
| **CONTRACT NO.**  **Bill No: 02** | | | | | |
| **Notes :** | | | | | |
| 1. All pipes, fittings and specials shall be supplied by NWS&DB unless otherwise stated and should be collected & transported to the work site by the contractor from the NWS&DB stores. | | | | | |
| 2. **Tapping the main pipeline for the connection and fixing** of meter shall be done by the NWS&DB. | | | | | |
|  |  |  |  |  |  |
| **Item** | **Description** | **Unit** | **Qty.** | **Rate**  **Rs. Cts.** | **Amount**  **Rs. Cts.** |
|  | **Excavation for Tapping Point Pit**  Excavation of pits as per Appendix 5 and Appendix 6 in any material except for rock as directed by the Engineer, without causing damage to the under ground utility service lines (if any). Rate shall include the breaking road/path/paved areas/tar surfaces excluding Asphalt concrete layer and necessary excavation for exposing existing distribution line. Rate to include for shoring, dewatering & disposal of any surplus excavated material and clean the trenched area to the satisfaction of the Engineer. |  |  |  |  |
|  | on roads belongs to RDA/PRDA |  |  |  |  |
|  | on roads belongs to MC/UC |  |  |  |  |
|  | on roads belongs to PS |  |  |  |  |
|  | Extra over for rock excavation |  |  |  |  |
|  | Removal of Asphalt concrete layer using Asphalt cutter | m2 |  |  |  |
|  |  |  |  |  |  |
|  | **Excavation for pipe line**  Excavation for pipe trenches in any material (other than rock) from the existing road level with maximum width and depth not exceeding 300mm and 750mm respectively, without causing damages to any under ground utility service lines. Rate shall include for necessary excavation for exposing of existing distribution line to invert level, shoring, de-watering, breaking of tar surfaces where necessary and excluding removal of Asphalt concrete layer. |  |  |  |  |
|  | Total of Page No. 8 - 5 Carried to  Summary in Page No. 8 – 9 |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Unit** | **Qty.** | **Rate**  **Rs. Cts.** | **Amount**  **Rs. Cts.** |
|  | **Service connection on the same side of the existing distribution main (maximum excavation length <10m)** |  |  |  |  |
|  | on roads belongs to RDA/PRDA |  |  |  |  |
|  | on roads belongs to MC/UC |  |  |  |  |
|  | on roads belongs to PS |  |  |  |  |
|  | Extra over for rock excavation |  |  |  |  |
|  | Removal of Asphalt concrete layer using Asphalt cutter |  |  |  |  |
|  |  |  |  |  |  |
|  | **Service connection on the opposite side of the existing distribution main** |  |  |  |  |
|  | on roads belongs to RDA/PRDA |  |  |  |  |
|  | on roads belongs to MC/UC |  |  |  |  |
|  | on roads belongs to PS |  |  |  |  |
|  | Extra over for rock excavation |  |  |  |  |
|  | Removal of Asphalt concrete layer using Asphalt cutter | m2 |  |  |  |
|  |  |  |  |  |  |
|  | **When service line is at the middle of the road** |  |  |  |  |
|  | on roads belongs to RDA/PRDA |  |  |  |  |
|  | on roads belongs to MC/UC |  |  |  |  |
|  | on roads belongs to PS |  |  |  |  |
|  | Extra over for rock excavation |  |  |  |  |
|  | Removal of Asphalt concrete layer using Asphalt cutter | m2 |  |  |  |
|  |  |  |  |  |  |
|  | **Laying of Pipe line**  Laying of service connection pipe line from the tapping point of the distribution line including necessary fittings, specials, etc. as per the specification and to the approval of the Engineer. |  |  |  |  |
|  | Service connection on same side of the existing distribution main (maximum laying length ≤10m) |  |  |  |  |
|  | Service connection on the opposite side of the existing distribution main (maximum laying length <15m) |  |  |  |  |
|  |  |  |  |  |  |
|  | **Backfilling and Compaction of Trenches** |  |  |  |  |
|  | **On Gravel Roads**  Backfilling with earth available at site and compacting (degree of compaction 98%) in layers of 150 mm thickness without causing damages to the under ground service lines (if any) shall be as per the specification. Surplus material shall be disposed as directed by the Engineer. |  |  |  |  |
|  |  |  |  |  |  |
|  | Total of Page No. 8 - 6 Carried to  Summary in Page No. 8 – 9 |  | Revised on 14-09-2017 |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Unit** | **Qty.** | **Rate**  **Rs. Cts.** | **Amount**  **Rs. Cts.** |
|  | **On Tarred/Asphalt Roads** |  |  |  |  |
|  | Backfilling and compaction with quarry dust and ABC material as specified in the Technical Specification and to the approval of the Engineer. |  |  |  |  |
|  |  |  |  |  |  |
|  | **Backfilling & Compaction of Tapping Point Pit**  Shall be carried out with quarry dust and ABC material as per the specifications and to the approval of the Engineer. |  |  |  |  |
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|  | Total of Page No. 8 - 7 Carried to  Summary in Page No. 8 – 9 |  |  |  |  |

**SUMMARY OF BILL NO. 02**

|  |  |
| --- | --- |
|  | **Amount**  **Rs. Cts.** |
| **Page Number** |
| Page No. 8 - 5  Page No. 8 - 6  Page No. 8 - 7 |  |
| Total of Page No. 8 - 8 Carried to  Summary in page No. 8 –9 |  |

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**PROVISION OF NEW SERVICE CONNECTIONS**

**CONTRACT NO: …………………………….………………**

**SUMMARY OF BILLS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bill No.** | **From page No.** | **Description** | **Amount** | |
| **Rs.** | **Cts.** |
| 01 |  | General | …………….. | …………….. |
| 02 |  | Trenching, Backfilling & pipe laying | …………….. | …………….. |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  | Sub Total (1) |  |  |
|  |  | Less Discount (if any) |  |  |
|  |  | Sub Total (2) |  |  |
|  |  | Contingencies |  |  |
|  |  | **Total** |  |  |

VAT Registration Number : ………..……………….

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

The NWSDB VAT Registration No :- 4090 31820 7000.

Revised on 09-10-2013

## 9. SPECIMEN FORMS

* **Bid Security**
* **Agreement**
* **Performance Security**

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**Tender for …………………………………………….**

**CONTRACT No.: …………………………………..**

FORM OF BID SECURITY

*-------------------------------------------------------------------------------------------------------*

*-------------------------------------------------------------------------------------------------------*

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

**Beneficiary:** The Deputy General Manager, National Water Supply & Drainage Board,

………………………………………………….. *(Insert Relevant RSC Address)*

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

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

We have been informed that --------------------------------------------------------------------------------------- *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated ---------------*[ date]* (hereinafter called "the Bid") for the execution of ………………………………………………

*………………………………………….[insert name of Contract]* under Contract No. -----------------------

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

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

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

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) ; or

(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Revised on 08-01-2019

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

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**Regional Support Centre (………………………….)**

**CONTRACT NO: ……………………..**

**PROVISION OF NEW SERVICE CONNECTIONS**

**Form of AGREEMENT**

This Agreement is made and entered into on this……….day of……………. Two Thousand and by National Water Supply & Drainage Board a corporate body duly established under the provisions of the National Water Supply & Drainage Board Law No. 2 of 1974 and having its Head Office at Ratmalana in Sri Lanka (hereinafter sometimes referred to as "The Employee") of the one part and Messes/Mr/Ms

………………………………………………………………………………………………

of………………………………………….……………………………………………… (hereinafter called "the Contractor") of the other part.

WHEREAS the employer is desirous that certain works are to be executed at the sites of the Board under the supervision of the Engineer's Representative as and when necessity for the execution of such works arises and has accepted a Tender by the Contractor for excavation & backfilling & pipe laying for provision of new service connections in the site for the execution of such works at the rates accepted by the Board and the Contractor.

And WHEREAS the General Conditions of Contract, special Conditions of Contract and schedule of rates describing the work to be done have been prepared by the National Water Supply & Drainage Board and the same have been signed by the parties hereto.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and construct as part of this Agreement, viz.
3. The said Tender
4. The General Conditions of Contract
5. The Schedules .
6. The Specifications
7. The priced Bill of Quantities
8. The Letter of Acceptance

Revised on 08-01-2019

**Now it is hereby agreed as follows:**

Contractor………………………….

## Witness

1. Signature: …………………………………

Name : …………………………………

Address : …………………………………

In WITNESS WHEREOF the parties hereto have their hands and seal to these presents at the places and dates hereinafter mentioned.

Signed by the said ………………………...………………………… ***,*** Deputy General Manager(…………………….), NWSDB and***,……………………..*** Chief Engineer,(Co-Ord) NWSDB on the……..Day of………………. Two Thousand and , in the presence of the following witness.

**Deputy General Manager(…………..) ………………………………….**

**Chief Engineer (Co-ord)……………………………………**

**National Water Supply & Drainage Board**

Witness

1. Signature: …………………………………

Name : …………………………………

Address : …………………………………

2. Signature: …………………………………..

Name : …………………………………..

Address : …………………………………..

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**Contract For …………………………………………….**

**CONTRACT No.: …………………………………..**

**PERFORMANCE SECURITY**

**(Unconditional)**

……………………………………………………………………………………………… *[Issuing Agency’s Name and address of Issuing Branch or Office]*

**Beneficiary : ………………………………………………………………………………**

[Name and Address of Employer]

**Date** : ………………………………………………………

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

We have been informed that ……………………………………………………………………..

*[Name of Contractor]* *(hereafter called “the Contractor”)* has entered into Contract No. *………………………………[reference number of the contract]* dated …………………………with you, for the ………………………………………………………………………*[insert “Construction”]* of ……………………………………………………………………………….

*[name of contract and brief description of Works] (hereinafter called “ the Contract”).*

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

At the request of the Contractor, we ……………………………………………………………

*[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ……………………………………………*[amount in figures]* (………………………………….……………………………………………………………………………………………………………) *[amount in words],* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

Revised on 08-01-2019

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 17-02-2018

**10. APPENDICES**

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

**SIMILAR ONES**

Note Separate sheets for each year may be used.

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

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

**APPENDIX 1B - DETAILS OF OTHER WORKS COMPLETED WITHIN THE LAST FIVE YEARS AND ONGOING**

Revised on 17-02-2018

Note Separate sheets for each year may be used.

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

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

Revised on 17-02-2018

**APPENDIX 2A - DETAILS TECHNICAL STAFF & LABOURS**

**Note:**

1. In case of Supervisors Bio-data should be submitted.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Category** | **Qualification** | **Experience in years** | **No. proposed** | |
|  |  | **By NWSDB** | **By contractor** |
| 1. | Supervisors |  | Minimum 5 years experience in the relevant field |  |  |
| 2.  3 | Fitters  Labours |  | Minimum 5 years experience in the relevant field  Minimum 3 years experience in the relevant field |  |  |
| 4 | Any Other services required by the contractor for the contract  1.  2.  3.  4. |  |  |  |  |

**Appendix - 2B - DETAILS OF WORK GANGS**

( It is compulsory that this form should be filled by the Bidder)

|  |  |  |
| --- | --- | --- |
| Manager Area | Work Site | No of Gangs **per day** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | Total Gangs |  |

1. Total number of working years experience ……………………..

(Details to be attached)

APPENDIX 3 - SCHEDULE OF PLANT AND EQUIPMENT PROPOSED

**Note:**

1. 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. | Compactors |  |  |  |  |
| 2. | Road Breakers |  |  |  |  |
| 3. | Asphalt Cutters |  |  |  |  |
| 4. | Concrete Cutters |  |  |  |  |
| 5 | Dewatering Pump & hoses |  |  |  |  |
| 6. | Generator |  |  |  |  |
| 7. | Lights ( Bulbs) |  |  |  |  |
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Note:

* 1. This is a typical format and has to be amended to suit the requirement of the

contract by the user department.

2. The Bidder shall submit a documentary evidence for machinery to be

hired/lease for the contract.

3. To transport these equipments in safety, a mobile vehicle shall be provided

with easy loading and unloading arrangement.

# APPENDIX 4 – FINANCIAL STATEMENT

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

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

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

# Financial performance for the last 3 years

|  |  |  |  |
| --- | --- | --- | --- |
| Year | xxxx | xxxx | xxxx |
| Turnover from Contracting |  |  |  |
| Fixed Assets (FA) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
| Long Term Liabilities (LL) |  |  |  |
| Net Worth = Total Assets – Total Liabilities |  |  |  |
| Current Ratio = Current Assets Current Liability |  |  |  |
| Liquidity Ratio = Current Assets(except stock) Current Liability |  |  |  |
| Gearing Ratio = Dept Capital x 100 Total Capital Employed |  |  |  |
| Turnover x 100  Total Operating Assets |  |  |  |
| Net Profit x 100  Total Assets |  |  |  |

Revised on 27-09-2011

## Appendix 5 - MAXIMUM ALLOWABLE AREA OF PIT FOR

## EXCAVATION FOR TAPPING FOR COMMON MAIN (Above 40mm)

|  |  |  |
| --- | --- | --- |
| Existing Main | **C O N N E C T I O N** | |
| Nos 40mm Ferrule **or 01 No 50mm Ferrule** | R / Tee with Repair **Sockets** |
| 63 mm PVC |  | W – 660  L – 1000 |
| 90 mm PVC |  | W – 750  L – 1200 |
| 110 mm PVC  100 AC/ DI |  | W – 750  L – 1200 |
| 160 mm PVC  150 mm AC/ DI | W – 750  L – 1000 | W – 1000  L – 1500 |
| 225 mm PVC  200 mm AC/DI | W – 900  L – 1000 |  |
| 280 mm PVC  250 mm AC/DI | W – 900  L – 1000 |  |
| 300 mm & above DI & AC | W – 1000  L – 1000 |  |

W - Width L - Length

NOTE : i. All diameters are in millimeters

1. Depth varies according to the existing main invert level
2. Any variation in area approval shall be obtained from the Engineer.

## Appendix 6 - MAXIMUM ALLOWABLE AREA OF PIT FOR

## EXCAVATION FOR NORMAL SERVICE CONNECTION

## UPTO 40MM

|  |  |
| --- | --- |
| **Diameter of the Pipe** | **Excavation for Pit** |
| 63 mm – 90mm PVC pipes | W – 660  L - 750 |
| 160 mm PVC  150 mm AC/ DI | W – 750  L - 750 |
| 225 mm PVC  200 mm AC/DI | W – 900  L - 900 |

W - Width L - Length

NOTE : i. All dimensions are in millimeters

1. Depth varies according to the existing main invert level
2. Any variation in area approval shall be obtained from the Engineer.

## Appendix 7 - SAMPLE ENGAGEMENT ORDER

## ..…………………………………………………………………………………………………*(Name & address of the contractor)*

**Trenching, Backfilling & Pipe Laying for Provision of New Service Connections**

**Contract No.: …………………………………**

**Engagement Order No.: …………………….**

We are pleased to place herewith an engagement order with you in respect of the said contract based on your tender for same. You are hereby, notified and requested to provide ………*(No of service connections)* service connections in accordance with the terms and conditions of the above referenced contract at the work site under the Area Engineer (………)/District Engineer (………..). The total amount of money payable under this engagement order will be Rupees ……………………………………………………………...

## *(Amount in words)* (Rs. ……………. *Amount in numbers*). Excluding VAT.

## You are required to abide by the following instructions strictly and any failure on your part will be viewed seriously and may result in cancellation of our engagement order or your registration with Board or both.

## 1. You are hereby instructed to make necessary preliminary arrangements in consultation with Area Engineer (…………)/ District Engineer (………..) to commence the work on ………………….*(Date)*. You are required to complete the work within a period of ………….*(Months)* from the date of commencement.

## 2. Provision of New Service Connections should be as per the drawing numbers given in the document and as directed by the Area Engineer/District Engineer. The depth of the excavation shall be not less than 0.75m and it is your responsibility to ensure that this condition is strictly adhered to.

3. You will be required to pay the board penalties for non-performance items as per the Special Conditions of the Contract.

4. The contractor shall submit bills with three copies for the work done. Amount of retention is 10% of the each payment. The limit of retention is 5% of the contract price stated in this engagement order and this retention money will be released on expiration of the Defects Liability Period.

You are kindly requested to obtain further information from Area Engineer (………..)/ District Engineer (………..) at ……………………………………………………………… ……………………………………………………………..*(Address and Telephone number).*

Thanking you,

Yours faithfully,

National Water Supply & Drainage Board

**Deputy General Manager/**

**Assistant General Manager**

**(……………………..)**

CC : AGM (……………..)/ DGM (…………)

Manager (O&M - ………………….)

Area Engineer (………..)/ District Engineer (………..)

OIC (……………….)

Accountant (………………)

Internal Audit (……………..)

**Appendix 8 - 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 and Drainage Board

Galle Road, Ratmalana

**Trenching, Backfilling & Pipe Laying for Provision of New Service Connections**

**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 …………………………………………………………

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

Revised on 17-02-2018