

JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD
MINISTRY OF HOUSING AND PLANTATION INFRASTRUCTURE
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**THE DETAILED DESIGN STUDY
ON
GREATER KANDY WATER SUPPLY
AUGMENTATION PROJECT
IN
THE DEMOCRATIC SOCIALIST REPUBLIC
OF
SRI LANKA**

FINAL REPORT

(DRAFT) TENDER DOCUMENTS

**VOLUME 1
(INSTRUCTION TO TENDER)**

MAY 2002

**NJS CONSULTANTS CO., LTD.
NIHON SUIDO CONSULTANTS CO., LTD.**

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**Pre-qualification of Contractors
for
Construction of Gohagoda Intake Pump Station,
Katugastota Water Treatment Plant, Service Reservoirs and Pipelines
Contract No. GK/JBIC/04**

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Invitation for Pre-Qualification

Pre-Qualification of Contractors

for

Greater Kandy Water Supply Augmentation Project

Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines Contract No. GK/JBIC/04

1. The Government of the Democratic Socialist Republic of Sri Lanka has obtained a credit from the Japan Bank for International Cooperation (JBIC) in Japanese Yen currency towards the cost of the Greater Kandy Water Supply Augmentation Project and it is intended that part of the proceeds of this loan will be applied to effect payment under Contract No. GK/JBIC/04 for which this invitation for pre-qualification is issued.
2. The Government of Sri Lanka has appointed the National Water Supply and Drainage Board (hereinafter referred to as "NWSDB") as the Implementing Agency for the project and the NWSDB intends to pre-qualify contractors for Contract No. GK/JBIC/04.
3. JBIC requires that bidders and Contractors, as well as NWSDB, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;
 - i) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - ii) will recognize a Contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA."
4. Pre-qualification is open to contractors from eligible source counties as defined in **Appendix 1** of this document. The contractor should have financial resources to execute a contract of this magnitude.
5. Contractors may obtain further information and inspect the pre-qualification documents at the office of the Assistant General Manager (Tenders and Contracts), NWSDB.

Office address: Tenders and Contracts Branch,
National Water Supply and Drainage Board,

Galle Road, Ratmalana,
Sri Lanka.

Cable Address: "WATERBOARD" RATMALANA, SRI LANKA.

Telephone Number: 0094-1-635885 and 0094-1-638999 Ext. 150

Facsimile Number: 0094-1-635 885.

6. A complete set of pre-qualification documents may be purchased up to 10:00 hours on _____th day of _____ 2002 by applicants on the submission of a written application on the applicant's letterhead to the above address and upon payment of a non-refundable fee of United States Dollars one hundred (US\$ 100.00) or Sri Lanka Rupees nine thousand (SLR 9,000.00). Requests submitted by mail should include a certified cheque or bank draft in the amount and currency indicated above in favour of the NWSDB.
7. Those firms requesting the pre-qualification document to be sent by courier service shall pay an additional non-refundable fee of United States Dollars forty (US\$40.00). In this case, the NWSDB will promptly dispatch the documents by courier service, but under no circumstances can it be held responsible for late delivery or loss of the documents so sent to the applicant.
8. The pre-qualification documents must be duly completed in triplicate, placed in three sealed envelopes and clearly marked "**Application for Pre-qualification: Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, Contract No. GK/JBIC/04**", on the Original, Duplicate and Triplicate and delivered by hand or registered post to:
The Chairman
Cabinet Appointed Tender Board
c/o Director of Works
Ministry of Urban Development, Public Utilities, Housing and Sports,
"Sethsiripaya", Sri Jayawardenapura, Battaramulla, Kotte
Sri Lanka.
To reach him not later than 10:00 hours on ___th day of _____, 2002. Documents will be opened soon after the above deadline in the office of the Director of Works, Ministry of Housing and Plantation Infrastructure. Documents which are received late will be rejected and returned unopened.
8. Tender documents for Contract No. GK/JBIC/04 for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines are expected to be issued in the _____ quarter of 2002.

9. Applicants will be advised, in due course of the results of their applications. Only pre-qualified applicants will be invited to bid.

Chairman
National Water Supply and Drainage Board

Checklist Of Submissions

Note: Please mark “Y” in the “Status” column below if submissions are attached. “N” and “N/A” should be marked for cases of “No Submission” and “Not Applicable” respectively.

Reasons for "No Submission" should be stated on a separate sheet

Item	Submission	Reference	Status
1	Evidence of ISO 9000 registration	Clauses 1.3 and 4.11(2), Form VIII and Appendix 3	
2	Memorandum of understanding	Clause 2.2.1 (2)	
3	Application form	Clauses 2.2.1(5) and 2.3.1(8)	
4	Each company included in the application to submit complete documentation	Clauses 2.1.1(1), 2.2.1(1), 2.3.1(1), 3.2 and 3.3	
5	Description of proposed participation and responsibility	Clauses 2.2.1(3) and 2.3.1(3)	
6	Nomination of lead partner	Clause 2.2.1(4)	
7	Certified copy of power of attorney	Clauses 2.2.1(4), 2.3.1(7) and 2.4.4	
8	Certified copy of joint venture registration	Clause 2.2.2	
9	Certified copy of ICTAD and NCCASL registration	Clause 2.3.1 (5) & (6)	
10	Certified copy of business registration	Clause 2.4.3 and Form II	
11	Certified copy of partnership deed	Clause 2.4.4 and Form II	
12	Certified copy of articles of association	Clause 2.4.4 and Form II	
13	Current address of all partners of the firm	Clause 2.4.4 and Form II	
14	Certified copy of articles of incorporation	Clause 2.4.5 and Form II	
15	Evidence of limited liability company/ corporation existence	Clause 2.4.5 and Form II	
16	Relevant clause(s) of the applicable legislative act for a statutory body	Clause 2.4.5 and Form II	
17	Certificates of <i>bona fide</i> from embassy /consulate	Clause 2.4.6	
18	Last 3 years' balance sheets	Clause 2.4.7 and Form III	
19	Letter of guarantee by recognized bank	Clause 2.4.7	
20	Information regarding litigation or arbitration	Clauses 2.4.8, 4.4 and Form IV	
21	Applications in triplicate	Clause 2.5.2	
22	All pre-qualification forms (I through VIII) filled in and signed	Clause 2.5.5	
23	Additional information as applicable	Clause 2.5.5	
24	Power of attorney authorizing signature	Clause 2.5.6 and Form I	

Item	Submission	Reference	Status
25	Organization chart	Clause 4.11(3) and Form VII	
26	Biographical data of staff proposed for work	Clause 4.11(3) and Form VI	
27	Method statement	Clause 4.11(2) and Form VIII	
28	Critical path analysis	Clause 4.11(2), Form VIII and Appendix 4	
29	Quality control manual or plan	Clause 4.11(2), Form VIII and Appendix 4	
30	Organisation chart of company quality control section	Clause 4.11, Form VIII and Appendix 4	
31	Bio data of company quality control officer	Clause 4.11, Form VIII and Appendix 4	
32	Certificates of work from clients or consultants	Form IV	
33	E-mail address and telephone numbers of clients and consultants	Form IV	
34	Description of specialized experience	Form IV	
35	Evidence of successful contract completion	Form IV	
36	Evidence of equipment ownership or letters of consent	Form V	
37	Evidence of in-house staff employment	Form VI	

Instructions to Applicants for Pre-Qualification

1. General

- 1.1 The Cabinet Appointed Tender Board (hereinafter referred to as the “CATB”) will receive applications for the pre-qualification of contractors for the works included in the pre-qualification document for the Greater Kandy Water Supply Augmentation Project, Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, Contract No. GK/JBIC/04. A description of the eligible source countries, the works and general information about the contract area and site are given in *Appendices 1, 2 and 3*.
- 1.2 JBIC requires that bidders and Contractors, as well as NWSDB, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;
- i) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - ii) will recognize a Contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA."
- 1.3 Pre-qualification will only be considered applicants from the eligible source countries, as defined in *Appendix 1*, and from the following categories of applicants who meet the criteria set out in this pre-qualification document:
- (1) an individual company with civil, mechanical and electrical capabilities (nationality Japanese);
 - (2) a joint venture or partnership between suitably qualified civil and mechanical/electrical contractors (nationality Japanese);
 - (3a) a civil contractor (nationality Japanese) with a specified, and named, subcontractor to undertake the mechanical/electrical work (nationality Japanese or Sri Lankan);
 - (3b) a mechanical/electrical contractor (nationality Japanese) with a specified, and named, subcontractor to undertake the civil work (nationality Japanese or Sri Lankan).
- 1.4 An individual contractor, or the lead partner in a joint venture and/or partnership, or the main contractor in a contractor/subcontractor relationship, must have ISO 9001 or 9002 registration, as appropriate for mechanical/electrical or civil contractors.

- 1.5 NWSDB reserves the right to carry out inspections of the contractor's on-going work detailed in the application (at NWSDB cost), and to contact the Employers named, to confirm the veracity of the information provided.

2 Application For Pre-qualification

2.1 Individual Company Application (Category 1.2(1))

- 2.1.1 Applications for pre-qualification which do not meet the following requirements will be rejected.

- (1) The applicant must submit the complete documentation required of companies applying for pre-qualification. Failure to provide information that is essential to evaluate the applicant's qualification or substantiation of the information supplied, may result in disqualification of the applicant;
- (2) The application must be signed by the authorised representative of the applicant.

2.2 Joint Venture or Partnership Application (Category 1.2(2))

- 2.2.1 Applications for pre-qualification which do not meet the following joint venture requirements will be rejected.

- (1) Each partner of the joint venture must submit the complete documentation required of companies applying for pre-qualification;
- (2) The application must confirm that, if, after pre-qualification, the applicants should submit a tender, then;
 - the tender as well as (in case of award) the resulting contract would be signed so as to be legally binding on the partners who shall be jointly and severally liable for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned in Clause 2.2.1 (4) as well as in the bid form and Form of Contract Agreement in the case of a successful bid;
 - a joint venture agreement, as in Application Form IX, providing the joint and several liabilities of the partners in respect of the contract would be submitted together with the tender;
 - a memorandum of understanding, between the firms with respect to execution of this contract must be submitted with the pre-qualification application if the joint venture does not exist at the time of pre-qualification.
- (3) The application must include a description of the proposed participation and responsibility of each partner of the joint venture to be considered qualified. Each

partner to a joint venture must have sufficient experience and capacity to perform that part of the works which it has been assigned to do.

- (4) The application must nominate one of the partners as the lead partner through whom any correspondence between the applicant and the CATB will be channeled. The lead partner shall be authorised to be in charge, and this authorisation shall be evidenced by submitting a power of attorney signed by the legally authorised signatories of the partners. The lead partner shall be authorised to incur liabilities, receive payments and receive instructions for, and on behalf of, the partners of the joint venture for the entire execution of the contract.
- (5) The application must be signed by the authorised representative of each partner of the joint venture.

2.2.2 A certified copy of the joint venture registration, if the joint venture already exists, should be furnished.

2.3 Contractor and Subcontractors Application (Category 1.2(3))

2.3.1 Applications for pre-qualification, which do not meet the following contractor/subcontractor requirements, will be rejected.

- (1) The contractor and the subcontractors must each submit the complete documentation required of companies applying for pre-qualification;
- (2) The application must confirm that if, after pre-qualification, the applicants should submit a Tender, then the Tender, as well as (in case of award), the resulting contract would be signed so as to be legally binding on the contractor and subcontractor for the execution of the contract in accordance with the contract terms. A memorandum of understanding, between the firms with respect to execution of this contract must be submitted with the pre-qualification application.
- (3) The application must include a description of the proposed participation and responsibility of each company to be considered qualified. Each company must have sufficient experience and capacity to perform that part of the works which it has been assigned to do. The main contractor must undertake more than 50 percent of the value of the contract and no subcontracting will be permitted for more than 50 percent of the value of the work. Subcontractors will only be evaluated if the value of work undertaken exceeds 15 percent of the value of the contract. The applicant should note that, at the tender stage, the value of work to be undertaken by the contractor must exceed 50 percent of the tendered value of the work.
- (4) However any proposed M & E subcontractors must be pre-qualified, irrespective of the value of work to be undertaken by the subcontractor.
- (5) All local subcontractors shall have current registration with the Institution of Construction Training and Development (ICTAD) – Sri Lanka registration category

M₂ or above and membership of the National Construction Contractors Association of Sri Lanka (NCCASL) irrespective of the quantity of work he intends to undertake (attach copies of registration).

- (6) All foreign subcontractors shall have the relevant technical and financial qualifications to satisfy the requirements of category M₂ or above of the Institution of Construction Training and Development (ICTAD) – Sri Lanka (Details can be obtained from ICTAD, Savsiripaya, 123, Wijerama Mawatha, Colombo 7). **However registration of foreign subcontractors with ICTAD is not a requirement of the pre-qualification nor of the tender documents.**
- (7) The contractor must be authorised to incur liabilities, receive payments and receive instructions for, and on behalf of, the subcontractor for the entire execution of the contract. This authorisation shall be evidenced by submitting a power of attorney signed by the legally authorised signatories of the companies.
- (8) The application must be signed by the authorised representatives of the contractor and subcontractor.

2.4 All Applicants

2.4.1 Companies applying to pre-qualify should note that such companies, whether as individual contractor, as part of a joint venture or in a contractor/subcontractor relationship, shall be allowed to participate in one tender only. It will not be acceptable for any company to submit, or to participate in, more than one tender for the work, and any tenders submitted in violation of this rule will be rejected. Groups of companies who applied for and were given pre-qualification status as a joint venture or contractor/subcontractor may not subsequently split apart or join with other companies and be automatically pre-qualified. The CATB reserves the right to decide whether or not to consider requests for pre-qualification of such re-structured joint venture or contractor/subcontractor groups after the original date set in the Invitation for Pre-qualification for receipt of applications. Any formation of a joint venture or contractor/subcontractor relationship after pre-qualification and any change in a pre-qualified joint venture will be subject to the CATB's approval in writing prior to the deadline set for the receipt of tenders and on this basis, the necessary documentation for approval by CATB must be submitted at least 60 days before the date set for the receipt of tenders. Such an approval will not be granted if, among other things, the proposed formation or change would result, in the CATB's opinion, in the following:

- a substantial reduction of competition, or
- the inclusion of a firm which had not been previously pre-qualified either as part of another joint venture or in a contractor/subcontractor grouping, or
- the lowering of the joint venture's qualifications below the minimal standards stated as acceptable in the pre-qualification documents.

- 2.4.2 The subsequent submission of a tender, which includes a subcontractor that has not been pre-qualified with the contractor, (if the contractor has been pre-qualified) will result in the disqualification of the tender.
- 2.4.3 Applications including a proprietary firm, shall be signed by the proprietor above his name and the full name of his firm with its current address and a certified copy of the Business Registration shall accompany this application.
- 2.4.4 If a firm in partnership is included in the application, all the partners of the firm above their full typewritten names and current address shall sign it, or alternatively by a partner holding power of attorney for the firm, in which case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
- 2.4.5 Applications including a limited liability company or a corporation, shall be signed by a duly authorized person holding power of attorney for signing the application, in which case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation is required to furnish satisfactory evidence of its existence before the pre-qualification application is submitted. In case of a limited liability company, copies of the Memorandum and Articles of Association and the Certificate of Incorporation shall be provided. In case of a statutory body, the relevant clause of the legislative act applicable for the body should be copied and certified and submitted with the application.
- 2.4.6 All foreign contractors should submit certificates of *bona fide* as contractor from the relevant embassy or consulate.
- 2.4.7 Each company in each application shall submit Audited Financial Statements for the latest three years to demonstrate the soundness of its financial position. In case the audited balance sheet for the last year is not available, the applicant may submit a certified copy of the Audited Financial Statements for the last year. All costs shall be stated in United States Dollars. If an applicant feels that his financial capacity may be insufficient, he may include with his application a letter from his bank as follows to supplement his application:
- In the case of local contracting firms: a letter issued by a recognized bank operating in Sri Lanka; and
 - In the case of international contracting firms: A letter issued by an internationally recognized bank operating outside Sri Lanka, with certification by a bank operating in Sri Lanka.

This letter should be addressed to the NWSDB and confirm the availability of funds that in case the contract is awarded to the applicant, the bank would provide the applicant with a

revolving line of credit for US\$ 7 million or its equivalent. Such revolving line of credit should be maintained until the works are taken over by the NWSDB.

- 2.4.8 Each company in each application must provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him in the last ten years.

2.5 Application Submission

- 2.5.1 Applications for pre-qualification have to be submitted to reach the Chairman, Cabinet Appointed Tender Board, c/o Director of Works, Ministry of Housing and Plantation Infrastructure, “Sethsiripaya”, Sri Jayawardenepura, Kotte, Sri Lanka, not later than 10:00 hours on the date specified in the invitation for pre-qualification.

- 2.5.2 Applications shall be submitted in triplicate. All the blanks in the pre-qualification document forms shall be duly filled in and signed. The said forms shall on no account be detached from the pre-qualification documents. The whole documents shall be returned intact along with all other information furnished by the applicant. The original and the duplicate and triplicate applications should be submitted separately in three sealed envelopes marked “**Application for Pre-qualification: Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, Contract No. GK/JBIC/04**”, **Original, Duplicate or Triplicate** respectively. The name and mailing address of the applicants shall also be indicated on the envelopes.

- 2.5.3 The application must contain no interlineations or overwriting except as necessary to correct errors made by the applicant in which case, such corrections must be initialed by the authorized representative of applicant.

- 2.5.4 All information requested shall be provided in the English language. Information in any other language shall be accompanied by its duly certified translation in English in which case, for purposes of interpretation of the information, the English translation shall govern. All contract values shall be stated in United States Dollars.

- 2.5.5 Applicants are requested to fill in the details strictly in the prescribed Forms I to VIII inclusive. The applicant may also submit additional information which in his opinion will support his application.

- 2.5.6 Each page of the application shall be duly signed by each of the companies included in the application or by a person, or persons, duly authorized to sign on behalf of the applicant. Such authorization shall be indicated by a written power of attorney accompanying the application.

- 2.5.7 All documents submitted by the applicants shall be treated as confidential and will not be returned.
- 2.5.8 The NWSDB will inform all applicants of the result of their application. The CATB reserves the right to reject or accept any application and to annul the pre-qualification process and reject all applications, without thereby incurring any liability to the affected applicants or any obligation to inform the applicants of the grounds for the action of the CATB.

3. Pre-Qualification Questionnaire

- 3.1 The pre-qualification questionnaire contains eight forms as follows:
- Form I - Letter of Application
 - Form II - General Information
 - Form III - Financial Data
 - Form IV - Experience Record
 - Form V - Equipment Proposed for the Project
 - Form VI - Staff Proposed for Execution of the Works
 - Form VII - Proposed Site Organization
 - Form VIII - Miscellaneous Information
- 3.2 A joint venture or partnership must submit a separate full set of forms for each partner. No contract will be awarded to a joint venture unless all members of the joint venture are severally and jointly liable to the NWSDB for the performance of the contract, and a legally authenticated copy of a Memorandum of Understanding between the firms with respect to execution of the joint venture must accompany the application for pre-qualification. A legally authenticated copy of the joint venture agreement must subsequently accompany the tender if the joint venture is pre-qualified.
- 3.3 A contractor/subcontractor application must submit a separate full set of forms for each company. No contract will be awarded to a group unless the resulting contract would be signed so as to be legally binding on the contractor and subcontractor for the execution of the contract in accordance with the contract terms and is in accordance with clause 2.3.1 and 2.4.2 above. A legally authenticated copy of a Memorandum of Understanding between the firms with respect to execution of the contractor/subcontractor relationship must accompany the application for pre-qualification.
- 3.4 If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked on the right top corner as follows: Form I, Page 1; Form I, Page 2; Form I,

Page 3; etc.

- 3.5 Some of the forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form I, Attachment 2 to Form I, etc.

4 Criteria for Evaluation of Pre-Qualification Application

- 4.1 The CATB will determine the eligibility of each applicant to participate in tendering for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, Contract No. GK/JBIC/04 financed by JBIC.
- 4.2 The factors: experience, technical and managerial capabilities and financial capacity of each of the applicants will be evaluated. Each company in a joint venture or in a contractor/subcontractor application will be evaluated. In order to be pre-qualified, the companies in an application must equal, or exceed, the factors stated in Clauses 4.11 and 4.12.
- 4.3 The last three years' Audited Financial Statements should demonstrate the soundness of the applicant's financial position and long term profitability. The financial capacity of an individual applicant; joint venture or main contractor making an application will be judged on the basis of meeting a minimum amount of US \$7.0 million net worth or credit facilities available. The credit facilities should be not less than US \$7.0 million and the applicant shall submit a letter from a bank confirming the availability of credit facilities to the applicant for this amount. The letter issued by the bank should be recent and not more than one month earlier than pre-qualification closing date and shall mention this contract specifically.
- 4.4 A consistent history of awards against any of the companies, included in an application, in litigation, or arbitration, will result in the failure of the application. In addition to Form IV, the application must include a specific statement from each company, on company headed paper, that no litigation has been undertaken against, nor liquidated damages levied against, each company named in the application within the last ten years of the date for submission of the pre-qualification application.
- 4.5 In case discrepancies are found in the information submitted, the application shall be rejected, and each of the companies making the application will not be eligible to tender, until such discrepancies have been satisfactorily explained or resolved within a stipulated time period as specified by the CATB. The CATB will not enter into any correspondence with applicants except to seek clarification when necessary.
- 4.6 Applicants may be disqualified even if above criteria are met, if:

- any of the companies making an application has made misleading or false representations in the submissions supporting the application;
 - any of the companies making an application has a recent record of poor performance on work in Sri Lanka or elsewhere, or abandoning or not properly completing a contract, inordinate delays in completing a contract, history of litigation on contractual/environmental matters or financial failures.
- 4.7 The decision of the CATB to accept or reject any pre-qualification application will be final.
- 4.8 At the time of awarding the contract no margin of performance will be granted to any of the pre-qualified tenderers when comparing tenders of pre-qualified domestic applicants with tenders of pre-qualified foreign applicants.
- 4.9 If a tender is awarded the Employer will require to be indemnified against any losses arising as a result that the applicants failed to exercise sufficient skill, care and caution, in rendering services under the contract.
- 4.10 The conditions of contract to be used in the contract will be the latest reprinted version, with further amendments of FIDIC 4th Edition 1987, consisting of Part I: Conditions of Contract for Works of Civil Engineering, and Part II: Particular Variation containing variations and amendments to Part I.
- 4.11 The pre-qualification of contractors will be based on experience, quality control, technical and managerial personnel, plant availability and financial capacity. The criteria for pre-qualification on these items are as follows:
- (1) Experience
- The experience information shall be given in Form IV. If the experience is gained in a joint venture, then only the responsible work and value will be considered. If the experience is gained as a subcontractor, then only the actual subcontract work and value undertaken will be considered.
- The evaluation of the experience will reflect whether the applicant is a civil or mechanical/electrical contractor or is a joint venture or main/subcontractor application. Form IV detailing the experience of the applicant shall be completed in all respects. The experience will be evaluated under the following headings:
- comparable projects in water/sewage treatment plants in home country
 - comparable projects in water/sewage treatment plants outside home country
- The required, minimum experience will be satisfactory substantial construction (i.e. more than 50 percent of the construction contract period (excluding defects liability or operation periods) must be within the ten year period of the date for submission of pre-qualification applications) of at least:

- three water treatment plant projects containing similar elements of civil, mechanical or electrical works with a contract value not less than US\$ 10.0 million. At least one of these projects must be outside of the company's home country where the climatic and topographical conditions are similar to Sri Lanka. The scope of work of such projects should be for water treatment plants with a minimum capacity of 30,000 m³/d and including, as appropriate, all mechanical and electrical equipment and testing, commissioning and training of personnel for the works;
- one hydraulic structures, of which one must be a river intake structure, with a capacity exceeding 30,000 m³/d;
- supplying and laying of at least 8 km of minimum 500 mm diameter ductile iron pipelines;
- two pump stations containing individual pumps exceeding 450 kW power each.
- construction of a pipe bridge across a larger river with a span of not less than 100m

If the applicant has constructed sewage treatment plants and/or industrial water or industrial waste treatment plants all of similar or larger capacity (including all civil works and mechanical and electrical equipment), then these projects will be considered equally in addition in the water treatment plant category.

(2) Quality Control

Additionally the information on Form VIII is required and the application shall include the following with the application. Failure to submit these data will result in rejection of the application:

- current ISO 9001 or 9002 registration, as appropriate in the field of water supply facility construction, pipe laying, electro-mechanical facility installation, etc. as per requirement under section 1.3

(3) Technical and Managerial Personnel

Appendix 4A specifies the required minimum senior staffing necessary to carry out the construction work. Information to meet these requirements shall be given in Forms VI and VII. Copies of the degree certificates when required for the named staff shall be attached to the relevant bio data. Project site staff and head office personnel shall be available to cover all areas of expertise. An organisation chart for the project and bio-data of key personnel to be employed should be given in the form as detailed in Form VI.

(4) Plant

Appendix 4B specifies the minimum plant required to carry out the contract and this may be owned or leased and shall not be more than seven years old at commencement of contract. The application shall include an undertaking to provide the equipment

listed in *Appendix 4*.

- (5) Financial Capacity (The contractor should clearly indicate the method of financing on Form III – Page 1 of 2).

Judgment of financial capacity of the individual contractor or main contractor is as detailed in Clause 4.3 (i.e. US \$ 7.0 million for net worth or credit facilities). For a joint venture, applicants must meet the following:

- the lead partner shall meet at least 50 percent of the values for net worth, working capital and credit facilities;
- each partner shall meet at least 25 percent of the values for net worth, working capital and credit facilities; and
- the combined capacity of the partners shall meet at least 100 percent of the values for net worth, working capital and credit facilities.

- 4.12 For pre-qualification, the joint venture or contractor/subcontractor application must meet the following minimum requirements:

- (1) collectively the application **must** meet the qualifying criteria of Section 4.11 (1) (Experience);
- (2) companies **must** meet the qualifying specified criteria in Section 4.11 (2) (Quality Control);
- (3) the application **must** satisfy, collectively, the criteria of Sections 4.11 (3) and 4.11 (4), for which purpose the relevant figure for each of the partners shall be added together to arrive at the applicant's total capability (Personnel and Plant);
- (4) the application **must** meet the qualifying criteria given in Section 4.11 (5) (Financial Capacity).

- 4.13 Failure to meet any of the above requirements will result in rejection of the application.

- 4.14 Tenderers will be required to update financial and other information used for pre-qualification at the time of submitting tenders to confirm their continued compliance with qualification criteria. Tenders shall be rejected if qualification thresholds are not met at the time of tendering.

Forms

Form I – Letter of Application

Registered Business Name ⁽¹⁾
Registered Business Address ⁽¹⁾
Telephone number ⁽¹⁾
Facsimile number ⁽¹⁾
E-mail address ⁽¹⁾

Note: (1) Details shall be completed for **all companies in the application** as either **individual contractor, joint venture or main contractor/subcontractor**

To: Cabinet Appointed Tender Board:

Sir,

1. We hereby apply to be pre-qualified with the Cabinet Appointed Tender Board as a Tenderer for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, Contract No. GK/JBIC/04.
2. We authorize the Cabinet Appointed Tender Board, or its authorized representative to conduct any investigation to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, or any other person or firm to furnish pertinent information deemed necessary and requested by the Cabinet Appointed Tender Board to verify statements and information provided in this application or regarding our competence and standing.
3. The name and position of the person who may be contacted for further information regarding technical, financial, personnel or any other matter if required, and who can speak and write in English is as follows:

Name	
Position	
Address	
Tel No.	e-mail address
4. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

- 5. We agree that the decision of the Cabinet Appointed Tender Board in accepting or rejecting this application shall be final and binding on us.

- 6a. (For Joint Ventures only) We confirm that if we are pre-qualified;
 - (i) the Tender as well as the resulting contract (in case of award) will be signed so as to be legally binding on all Partners jointly and severally.
 - (ii) a Joint Venture Agreement will be finalized and signed by those requesting pre-qualification herein.

- 6b. (For Main contractors/subcontractors only) We confirm that if we are pre-qualified;
 - (iii) the Tender as well as the resulting contract (in case of award) will be signed so as to be legally binding on the Contractor and Subcontractor.

Respectfully,

Name⁽²⁾



Designation⁽²⁾



Date⁽²⁾



Official Seal⁽²⁾



Note: (2) The details including signatures and seals shall be included for **all companies in the application** as either **individual contractor, joint venture or main contractor/subcontractor**

Power of Attorney of person (s) duly authorized to sign on behalf of the Applicant shall be attached as indicated in Instructions to Applicants, Clause 2.

Form II – General Information

(A separate form must be completed in respect of each company)

Company Name:

1. Head Office Address:

Cable Address:

Telephone No.:

Facsimile No.:

E-mail Address:

2. Regional Office Address (if any):

Cable Address:

Telephone No.:

Facsimile No.:

E-mail Address:

3. Local Office Address (if any):

Cable Address:

Telephone No.:

Facsimile No.:

E-mail Address:

Country and Date on Which the Company Was Incorporated

Main Lines of Business

- | | | |
|----|-------|--------------|
| 1. | _____ | Since: _____ |
| 2. | _____ | Since: _____ |
| 3. | _____ | Since: _____ |
| 4. | _____ | Since: _____ |
| 5. | _____ | Since: _____ |
| 6. | _____ | Since: _____ |
| 7. | _____ | Since: _____ |

Note: The following documents shall be attached:

- (a) Copies of Certificate of Registration and Ownership.
- (b) Copies of original documents defining the constitution or legal status, principal place of business of the Company/Firm.

.....
Signature of Applicant

Form III – Financial Data

(A separate form must be completed in respect of each company)

Company Name:

Summary of assets and liabilities based on the audited financial statements¹ of the latest three financial years.

	Year (Audited) (US \$)		
	1998	1999	2000
1. Fixed Assets			
2. Current Assets			
3. Total Assets (1+2)			
4. Current Liabilities			
5. Long Term Liabilities			
6. Total Liabilities (4+5)			
7. Working Capital (2-4)			
8. Net Worth (3-6)			
9. Average monthly construction contract income			

1. Name/Address of Commercial Bank providing Credit Line:

2. Total amount of Credit Line:

¹⁾ Attach copies of the audited financial statements for the last three (3) financial years, Value in equivalent US Dollars.

3. List of all on-going contracts:

Name of Contract & Location	Value (US \$)	Name of Client	Value of Work Still to be Completed (US \$)	Expected Completion Date	Expected Average Monthly Cash Flow (US \$)
Total Value					

The work-in-progress shall be certified by the client or client and consultant whichever case may be. Applicants are required to attach such certificates. E-mail address and telephone number of such Clients and Consultants who can speak/write in English and are knowledgeable about the work should also be attached.

²⁾ Value in equivalent US Dollars

Form IV – Experience Record

(A separate form must be completed in respect of each company)

Company Name:

1. The applicant shall complete Table A with a list of water and sewage treatment plant contracts executed during the last ten (10) years, similar in nature and size (refers primarily to the physical size of works) to the contract for which this application is made. Executed during the last ten years means satisfactory substantial construction (i.e. more than 50 percent of the construction contract period (excluding defects liability or operation periods) must be within the ten year period of the date for submission of pre-qualification applications). Turnkey jobs should be shown distinctively. Details shall be provided for each contract in the format of Table F.
2. The applicant shall complete Tables B, C, D and E with a list of other contract works of a value of US Dollars 10.0 million, equivalent or above, executed during the last ten (10) years which would enhance the pre-qualification application. Turnkey jobs should be shown distinctively. Details shall be provided for each contract in the format of Table F.
3. Describe experience on separate sheets for each project listed in Tables A to E in the format shown in Table F.
4. A list of contracts that could not be successfully completed should be provided in Table G.
5. Documentary evidence of successful completion of three projects must be furnished. Practical completion and final acceptance certificates from Client/Consultant shall be attached. Information on experience submitted without documentary evidence will not be considered for evaluation.
6. All values shall be stated in US \$ equivalents.

Table A
Water Treatment Plant Contracts

Project No.	Description Of Works	Total Value (US \$)	Value For Which Contractor Was Responsible (US \$)	Contract Period		Owner Name, Tel, Fax & E-Mail	Country
				Start	Completion		

Table B
Pipelaying Contracts

Project No.	Description Of Works	Total Value (US \$)	Value For Which Contractor Was Responsible (US \$)	Contract Period		Owner Name, Tel, Fax & E-Mail	Country
				Start	Completion		

Table C
Hydraulic Structures Contracts

Project No.	Description Of Works	Total Value (US \$)	Value For Which Contractor Was Responsible (US \$)	Contract Period		Owner Name, Tel, Fax & E-Mail	Country
				Start	Completion		

Table D
Pumping Station Contracts

Project No.	Description Of Works	Total Value (US \$)	Value For Which Contractor Was Responsible (US \$)	Contract Period		Owner Name, Tel, Fax & E-Mail	Country
				Start	Completion		

Table E
Other Contracts

Project No.	Description Of Works	Total Value (US \$)	Value For Which Contractor Was Responsible (US \$)	Contract Period		Owner Name, Tel, Fax & E-Mail	Country
				Start	Completion		

Table F
Contract Details

Contract number or reference
Name of contract
Country
Name of employer
Employer's address
Nature of the work and special features relevant to the contract for which the applicant wishes to pre-qualify. (M & E contractors should detail the equipment installed (size, number, capacity, power etc.) and civil contractors should provide details of the size and capacity of the facilities constructed (flows, tank capacities, volume of concrete, length and diameter of pipelines, etc.))

Table F (continued)

Contract role (check one)			
Sole Contractor	Management Contractor	Subcontractor	Partner in a joint venture
Value in US\$ at completion, or at date of award for current contracts			
Total Contract Amount (US \$)			
Subcontract Amount (if the role was subcontractor) (US \$)			
Responsible Contract Amount (if the role was partner in a Joint Venture) (US\$)			
(Percentage of share)			
Date of award		Date of completion	
Contract/subcontract duration (years and months)			
Specified requirements (include any specific contract criteria for particular operations such as annual volume of concrete, earthmoving etc.)			

Table G
Projects Not Completed Successfully or Litigation

No.	Description	Contract (Country)	Reasons for Non-performance of Contract or Litigation
1.			
2.			
3.			
4.			
5.			
6.			

In addition to Form IV, the application must include a specific statement from each company, on company headed paper, that no litigation has been undertaken against, nor liquidated damages levied against, each company named in the application within the last ten years of the date for submission of the pre-qualification application.

Form V – Equipment Proposed for the Project
(A separate form must be completed in respect of each company)

List proposed plant and equipment which the applicant believes is required and which he intends to provide on this project.

Description (Type, Model, Make)	No. of Each	Year of Manufacture	Owned or Leased	Capacity/ Performance/ Size	Joint Venture Partner's Machinery & Equipment
A. Construction Equipment					
B. Vehicles, Trucks					

- (a) Attach documentary evidence of ownership such as registration, etc.
- (b) Give Letter of Consent from owner for hired or leased plant.
- (c) See *Appendix 4B* for minimum requirement of equipment.

Form VI – Staff Proposed for Execution of the Works
(A separate form must be completed in respect of each company)

A. Head Office - Summary

Sector	Name(s)	Age	Years of Experience	Qualification Educational/ Professional (1)	Proposed Designation	Relevant Experience	Consultant/ In-House (2)
Project Director							
Technical Manager							
Quality Control Manager							
Others							

1. Attach a copy of the degree certificate as required for each person.
2. For in-house staff, submit documentary evidence such as pay-sheets, Employees Provident Fund (EPF), Employees Trust Fund (ETF), Nos. etc. For Consultants attach current Letter of Consent.

Note:

A summary of the work experience in the format appearing in Section C of this table 4 shall be attached for key staff members as listed in *Appendix 4A*.

Form VI
Page 2 of 3

B. Site

Sector	Name(s)	Age	Years Of Experience	Qualification Educational/ Professional (1)	Proposed Designation	Relevant Experience	Consultant/ In-House (2)
Project Manager							
Site Manager (C)							
Site Manager (M)							
Site Manager (E)							
Contract Manager							
Senior Eng. Civil							
Senior Eng. Civil							
Senior Eng. Civil							
Senior Eng. Civil							
Senior Eng. M&E							
Quality Control Manager							
Admin. Manager							
Finance Manager							
Others							

- 1 Attach a copy of the degree certificate as required for each person.
- 2 For in-house staff, submit documentary evidence such as pay-sheets, Employees Provident Fund (EPF), Employees Trust Fund (ETF), Nos. etc. For Consultants attach current Letter of Consent.

Notes:

A summary of the work experience in the format appearing in Section C of this form shall be attached for key staff members as listed in Appendix 4A.

Provide details of key personnel, preferably three probable names in each category, but only those of personnel who will be actually on-site, if awarded the contract.

Form VII – Proposed Site Organization
(A separate form must be completed in respect of each company)

A. Preliminary Site Organization Chart

B. Narrative Description of Site Organization Chart

C. Description of Relationship Between Head Office And Site Management^{xii}

³⁾Indicate clearly which responsibility and what authority will be delegated to site management.

Form VIII

Page 1 of 1

Date:.....

FORM VIII – MISCELLANEOUS INFORMATION

Please answer the following “Yes” or “No” and explain why the information is not attached or applicable.

Question	Answer/ Remarks
Method statement attached ?	
Critical path analysis attached ?	
Quality control manual and plan enclosed ?	
Biographical data of quality control officer ?	
ISO 9000 series registration certificate enclosed?	
Working in Sri Lanka ?	
List projects below	

.....

Signature of Applicant

FORM IX JOINT VENTURE AGREEMENT

To : Cabinet Appointed Tender Board *[name and address of the Employer]*

The undersigned of this declaration of cooperation are by means of attached Powers of Attorney legally authorized to act with regard to the Greater Kandy Water Supply Augmentation Project and on behalf of their organizations.

They hereby declare:

1. that they will legalize a Joint Venture Agreement in case that a Contract for the Greater Kandy Water Supply Augmentation Project is awarded to their group;
2. that they have nominated _____ *[name of the lead partner]* as the Sponsor Firm of the group for the purpose of this Bid;
3. that they authorized Mr./Ms. _____ *[name of the person who is authorized to act as the Representative on behalf of the Joint Venture]* to act as the Bidder's Representative in the name and on behalf of their group.
4. that all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract;
5. that this Joint Venture is an association constituted for the purpose of the execution of the the Greater Kandy Water Supply Augmentation Project under this Contract;
6. that if the Employer accepts the Bid of this Joint Venture, it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer;
7. that each partner's share of the Work, stated as percentage of the total contract amount, shall be as follows:

Form IX
Page 2 of 2

Name of Partner	Share of the Work (as percentage of the contract amount)
1. Lead Partner	
2. Partner	
3. Partner	
4. Partner	
Total	100

Give names and positions of the proposed Joint Venture Representatives, as well as organisation's names and addresses:

1.	Name:	Signature:
	Position:	Date:
	Representative of: (Organisation's name)	

2.	Name:	Signature:
	Position:	Date:
	Representative of: (Organisation's name)	

3.	Name:	Signature:
	Position:	Date:
	Representative of: (Organisation's name)	

4.	Name:	Signature:
	Position:	Date:
	Representative of: (Organisation's name)	

5.	Name:	Signature:
	Position:	Date:
	Representative of: (Organisation's name)	

Appendices

Appendix 1

Eligible Source Countries and Nationalities

1. Procurement - General

Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the loan shall be in accordance with *Guidelines for Procurement under JBIC, ODA Loans* dated October 1999, notwithstanding that the provisions of section 1.04 (a) of the guidelines shall be disregarded.

2 Eligible Nationality

2.1 The eligible nationality of suppliers shall be as follows:

- in the case of Prime Contractors – Japan;
- in the case of Sub-contractors – Japan or the Democratic Socialist Republic of Sri Lanka;
- in the case of contractors engaged in contract subsidiary to sub-contracts – all countries.

2.2 The Prime Contractors shall be nationals of Japan, or juridical persons incorporated and registered in Japan, and which have their appropriate facilities for producing or providing the goods and services in Japan, and actually conduct their business there.

2.3 The Sub-contractors shall be (i) nationals of Japan, or juridical persons incorporated and registered in Japan, and which have their appropriate facilities for producing or providing the goods and services in Japan, and actually conduct their business there, or (ii) nationals of the Democratic Socialist Republic of Sri Lanka, or juridical persons incorporated and registered in the Democratic Socialist Republic of Sri Lanka, and which have their appropriate facilities for producing or providing the goods and services in the Democratic Socialist Republic of Sri Lanka, and actually conduct their business there.

2.4 Not less than 50 percent of the total costs of goods and services to be financed under this contract shall be procured in Japan. The goods and services procured from the eligible **local** manufacturing company(ies) (hereinafter referred to as “the Eligible Local Manufacturing Company(ies)”) invested by Japanese manufacturing companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:

- juridical persons incorporated and registered in the Democratic Socialist Republic of

Sri Lanka, and which have their appropriate facilities for producing or providing the goods and services in the Democratic Socialist Republic of Sri Lanka, and actually conduct their business there;

- not less than 10 percent of shares are held by a single Japanese manufacturing company; and
- the proportion of shares held by any single company of the third country(ies), other than Japan or the Democratic Socialist Republic of Sri Lanka, is not more than that held by any Japanese manufacturing companies.

Appendix 2

Outline of the Project

1 Project Country

1.1 Sri Lanka is an island in the Indian Ocean having an area of 65,610 square kilometres with a central mountain region rising to some 2,100 metres surrounded by coastal plains on all sides. It is located 880 km north of the equator, off the southern tip of India. The climate is tropical with mean monthly temperatures in the range of 26-28 degrees Celsius. Rainfall varies islandwide with a wet zone in the southwest receiving about 2,400 mm rainfall annually and the remainder of the country being in the dry zone with some 1,400 mm of precipitation.

1.2 Languages: Sinhala, Tamil and English
English is widely spoken throughout Sri Lanka, except in remote villages.

Ethnic Groups:	Sinhalese	75%
	Tamil	18%
	Muslims	6%
	Burghers (descendants from Dutch and Portuguese colonies) and	
	Others	1%

Religion:	Buddhism	69%
	Hinduism	15%
	Christianity	7%
	Islam	7%

International Airport: Colombo Airport at Katunayake, 30 km north of Colombo.

1.3 Rivers flow radially from the central mountains to the coastal plains. Irrigation has been widely practised in the dry zone for many years with extensive canal and storage systems particularly in the north central plains. Groundwater resources are not well documented or controlled. Although some high yielding aquifers have been identified in the northwest area, the predominant crystalline rocks produce only limited quantities of groundwater for the rural supplies. These sources are only recently being exploited.

1.4 The estimated 1999 population was 19 million with about 14.2 million in rural areas and 4.8 million urban inhabitants.

2 Project Site

- 2.1 Eleven systems were incorporated in the Project for augmentation to meet projected demand and were assigned in different zones for ease of identification. These are KMC, Ampitiya, Mullepihilla and Hantana systems (KMC-R2/Kandy Four Gravets/Uda Peradeniya Zones), Alawathugoda and Akurana (Katugastota/Kahawatte Zone), Balanagala and Polgolla (Katugastota/Madawala Zone), Kulugamma and Kondadeniya (Katugastota/Uduwawala Zone), and Gohagoda (Polgolla/Gohagoda Zone) systems.

3 Scope Of Work Under This Contract (GK/JBIC/04)

- 3.1 The work under this project includes but is not limited to furnishing all labour, equipment including pipe and valves, materials, appurtenances, tools, equipment and construction technology necessary for the Greater Kandy Water Supply Augmentation Project, Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, Contract No. GK/JBIC/04.
- 3.2 The Greater Kandy Water Supply Project will abstract water from the Mahaweli Ganga, treat and chlorinate the water and pump it to the distribution system and reservoirs. The project is planned to be constructed under one contract.
- 3.3 The Project includes the following major facilities/equipment:
- a) Intake : The designed capacity of intake structure is to be 115,500 m³/d, Phase 3 and raw water pumps to deliver 38,500 m³/d (or 446 l/s), Phase 1;
 - b) Raw water conveyance pipe : Pipes used for raw water transmission main from intake to treatment plant is consist of a 800 mm dia. pressure main up to Balancing Tank and a 1,000 mm gravity main with a total of approximately 1.5 km. The pressure main will accommodate only for the capacity of Phase 1. The gravity main will be for Phase 3.
 - c) Balancing tank : To be constructed in between raw water intake facility and water treatment plant with a capacity of Phase 3;
 - d) Treatment plant : Production capacity is of 36,670 m³/d, Phase 1 capacity;
 - e) Clear water pumps : Deliver 36,670 m³/d, Phase 1 capacity;
 - f) Structure for the clear water pumping station, chemical building, administration building, etc. is accommodate for Phase 3;
 - g) Transmission main from : Consists of approximately 42 km. of transmission system, DI pipes with diameters from 150 mm to 800 mm and uPVC

- treatment plant to service reservoirs pipes with diameters from 90 mm to 225 mm;
- h) 19 service reservoirs : With capacities of 100 m³ to 4,100 m³;
 - i) Distribution pipelines : Includes approximately 28 km of distribution network, consisting of . uPVC pipes with diameters from 90 to 225 mm and DI pipes with diameters from 100 to 500 mm; and
 - j) Communication and power supply to intake, pumping stations and treatment plant.

3.4 This pre-qualification document will pre-qualify Contractors only for Contract GK/JBIC/04.

Appendix 3

Pre-qualification and Contract Requirements

- 1.1 Contract GK/JBIC/04 includes civil and electrical/mechanical works for:
- *the intake pump station structure, screens, pumps, inlet gates, piping, cranes, electrical equipment and instrumentation. Excavation in rock, water and soil are required as well as a temporary coffer-dam, reinforcement, concrete, backfill and slope protection. The structure will have a capacity of 115,500 m³/d and equipment will be installed for the first phase capacity of 38,500 m³/d;*
 - *the treatment plant will have an initial production capacity of 36,670 m³/d and will be designed to be extended to 110,000 m³/d. The work includes the distribution chamber, flocculation basins, sedimentation basins, filtration units, pipe gallery, clear water reservoir, clear water transmission pump station, sludge lagoons, chemical building, standby power generation and on-site pipework;*
 - *all ancillary works;*
 - *testing, commissioning and training of NWSDB personnel for the works under the Contract.*
- 1.2 It is anticipated that the tender document will be issued to pre-qualified contractors in the second quarter of 2002 with a three month tendering period and start on site will be in the first quarter of 2003. The contract period will be 900 days.
- 1.3 It is anticipated that applicants will be individual companies or will have to form joint ventures, or subcontract substantial parts of the work to a civil or mechanical/electrical installation contractor (depending on the relevant experience of the applicant), to ensure satisfactory pre-qualification. The mechanical/electrical installation sub contractor will have been responsible, previously, for managing and coordinating the design, procurement, installation and commissioning of equipment on comparable contracts in conjunction with a civil construction contractor. The mechanical/electrical installation contractor may not necessarily be the supplier of all the equipment.
- 1.4 Each individual contractor application and each main contractor and lead partner is also required to submit with the application a company quality control manual or plan covering procedures, standards, training, operations, safety and procurement. The biographical data of the company quality control officer must be included. An example submitted for a similar project is acceptable.
- 1.5 Each contractor (and subcontractor) and joint venture partner is also required to submit with

his application a computer generated critical path programme for a similar project undertaken by the applicant including GANTT chart, precedence diagram and PERT diagram.

- 1.6 If the applicant is working in Sri Lanka, the project(s) he is working for will be visited and discussions with the resident engineer and the inspection staff will be held to ascertain quality, progress, and problems on the work. The contractor will not be invited to participate in these discussions. Visit may also be made to overseas projects detailed by the applicants

- 1.7 The tender documents will also require financial and technical data from proposed equipment supplier to ensure that the equipment offered is of the required standard. Major equipment suppliers will be required to have ISO 9000 series registration and to have successfully completed projects outside of their home country during the last five years. A typical schedule, which must be completed for each major equipment supplier at tender stage, is presented in *Appendix 6* for the applicant's information

Appendix 4

Requirements for Staffing and Equipment

The staffing and equipment listed below should be the minimum requirements for carrying out the construction work. The applicant for pre-qualification should be capable of providing these staff and equipment.

A Staffing

1. Site Office (age not to exceed 60 years). All of the following staff may be interviewed, so provide address and telephone number.

One (1) Project Manager - representing the contractor and responsible for construction of, and managing, the construction effort for the project.

One (1) Site Manager (Civil) - responsible for the construction and capable of supervising and managing civil and structural works.

One (1) Site Manager (M) - responsible for the mechanical equipment procurement, installation and commissioning and capable of supervising and managing mechanical works.

One (1) Site Manager (E) - responsible for the electrical equipment procurement, installation and commissioning and capable of supervising and managing electrical works.

One (1) Contract Manager – overall responsibility for all contractual matters.

Four (4) Senior Engineer (Civil) - responsible for the construction and capable of supervising and managing civil and structural works.

One (1) Senior Engineer (M/E) - responsible for the M & E equipment installation and commissioning and capable of supervising and managing M & E works.

One (1) Quality Control Manager - having full authority to represent and act for the company, independently of the site management, on all quality related matters.

One (1) Administrative Manager

One (1) Financing Manager

Qualifications and experience of key personnel shall be:

Project Manager	Bachelors Degree in Civil Engineering or Construction Management with not less than 20 years experience in relevant fields. Able to speak, read and write in English fluently.
Site Manager (Civil)	Bachelors Degree in Civil Engineering or Construction Management with not less than 15 years experience in relevant fields. Able to speak, read and write in English fluently.
Site Manager (M)	Bachelors Degree in Mechanical Engineering with not less than 15 years experience in relevant fields. Able to speak, read and write in English fluently.
Site Manager (E)	Bachelors Degree in Electrical Engineering with not less than 15 years experience in relevant fields. Able to speak, read and write in English fluently.
Senior Site Engineers	Bachelors Degree in Civil or Mechanical Engineering as relevant with not less than 10 years experience in relevant fields. Able to speak, read and write in English fluently.
Quality Control Manager	Bachelors Degree in Engineering or relevant discipline with not less than 15 years experience in quality control management. Able to speak, read and write in English fluently
Contract Manager	Not less than 10 years experience. Able to speak, read and write in English fluently.
Administrative Manager	Not less than 15 years experience. Able to speak, read and write in English fluently.

Financing Manager Not less than 5 years experience. Able to speak, read and write in English fluently

2. Head Office Staff

One (1) Project Director responsible for overall management of the project at Head Office.

One (1) Technical Manager

One (1) Quality Control Manager

Qualifications and experience of key personnel shall be:

Project Director Not less than 20 years experience.

Technical Manager 15 years experience.

Quality Control Manager Not less than 15 years experience.

B Equipment

Minimum requirement of equipment shall be as follows:

1. Excavation Equipment (back hoe)

2 no.	With bucket capacity not less than 1.2 m ³ (excavator with breaker)
1 no.	With bucket capacity not less than 1 m ³
4 no.	Wheel loaders 50 kW

2. Trucks

4 no.	- 10 tonnes lorry
2 no.	- 5 tonnes
5 no.	- Dump trucks (5 tonnes)

3. Fork Lifts - 2 no.

4. Compaction Equipment

3 Nos.	- Plate Compactors 1 tonne, 4-7.5 kW
7 Nos.	- Rammers 0.1 tonne, 1.5 kW

5. Cranes - 3 no.

6. Concrete Batching Plant, capacity 25 m³/hr - 1 no.

7. Transit Mixers - 3 no.

8. Pile driver - 1 no.

9. Laboratory facility for testing of Proctor compaction, moisture content, particle size analysis, specific gravity, in-situ density, concrete slump, concrete cube crushing equipment.

Appendix 5 Typical Equipment Schedule

The Contractor shall list below, and include in the Tender, the manufacturers and suppliers for the items of equipment or plant listed. These are subject to approval.

Item, Clause, etc., in the Contract	Name of Proposed Manufacturer or Subcontractor
Pumps	
Pipes	
Valves	
Cranes	EXAMPLE ONLY
Scrapers	
Underdrains	NOT TO BE COMPLETED
Chlorinators	
Motors	
Motor Control Centres	
Switchgear	
Generators	
Cables	
Flow Meters	

General Information Schedule**1 - Pump Manufacturer**

The manufacturer should have more than 5 years experience in manufacturing, supplying, installing and commissioning of pumps and motors, of comparable size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of pumps		Annual turn over for export of pumps	
Year	Turn Over	US \$ Equivalent	Turnover	US \$ Equivalent	Turnover	US \$ Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ⁰	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule

1 - Pump Manufacturer

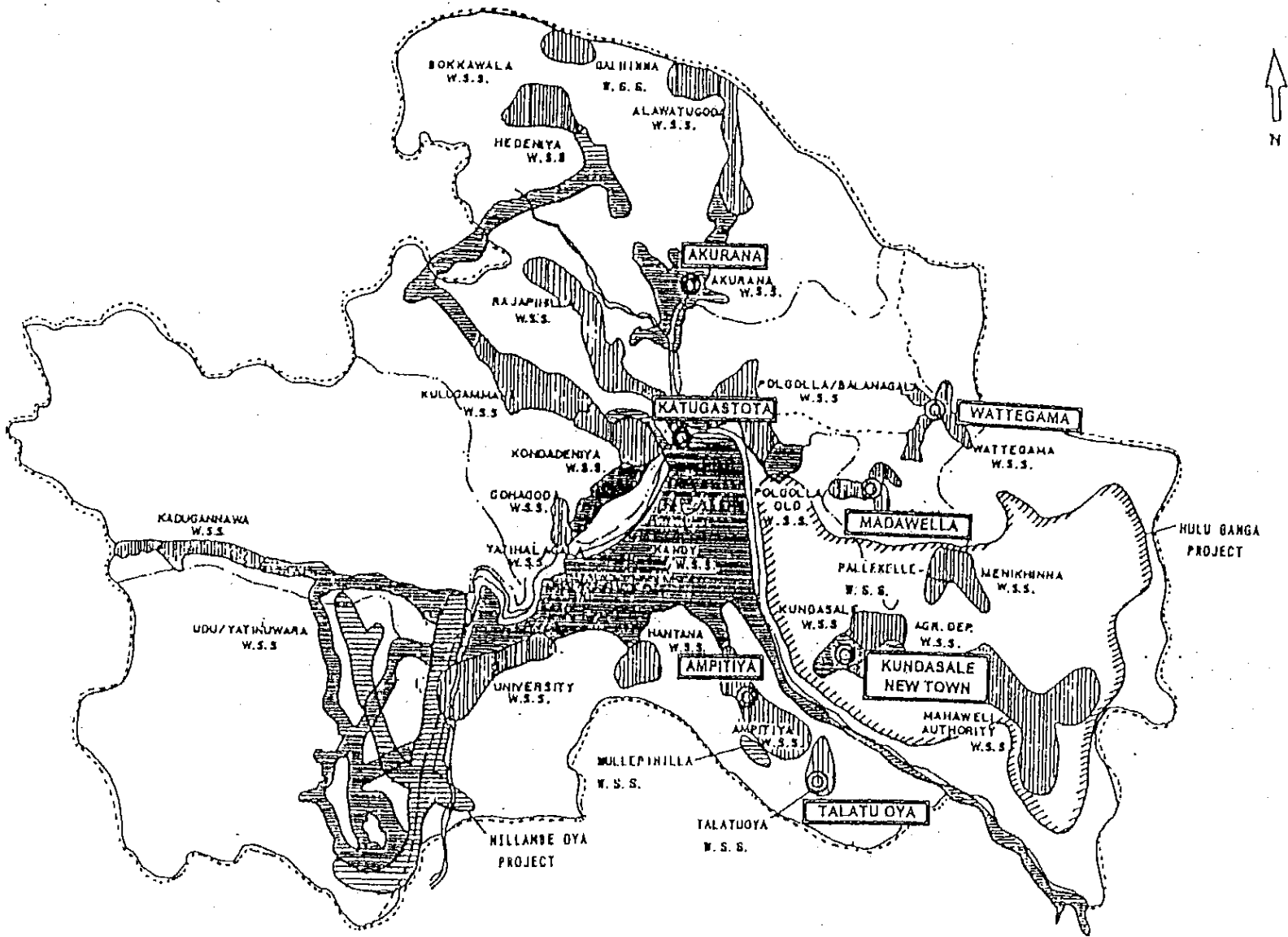
(continued)

1.1 Port of Shipment

1.2 The following documents shall be forwarded along with the Tender;

- a Manufacturers specifications for the products
- b Certificates of compliance to the specifications from a standard institution
- c Certificates of compliance to at least ISO 9002 series
- d Documentary evidence with regard to manufacturing and supplying of pumps and motors to overseas locations during the last 5 years
- e Documentary evidence of three similar Contract completed
- f Reference list of the end users with the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of Projects
 - vii Location of Projects
 - viii Record of Contract
 - ix Date of commencement
 - x Date of completion

Appendix 6 Location Map



Contract GK/JBIC/04 Tender Documents

The Tender Documents comprise the following volumes:

Volume 1

- Invitation to Tender
- Check List of Submissions
- Instructions to Tenderers
 - Annex ITT 1- Outline of the Project
 - Annex ITT 2- Form of Tender Guarantee
 - Annex ITT 3- Form of Line of Credit Guarantee
- Form of Tender
 - Appendix to Tender
- Form of Agreement
- Conditions of Contract
 - Part 1 (as published by FIDIC 4th Edition)
 - Part 2 Conditions of Particular Application
 - Annex 1 – Form of Performance Guarantee
 - Annex 2 – Form of Advance Repayment Guarantee
 - Annex 3 – Form of Retention Guarantee
 - Annex 4 – Beneficiary Statement
 - Annex 5 – Commitment Procedure

Volume 2A

- Particular Specifications
- Technical Schedules
- Functional Design Specification

Volume 2B

- Standard Specifications
 - Division 1 - General Requirements
 - Division 2 - Site Work
 - Division 3 - Concrete
 - Division 4 - Masonry
 - Division 5 - Metals
 - Division 6 - Wood and Plastic
 - Division 7 - Thermal and Moisture Protection
 - Division 8 - Doors and Windows
 - Division 9 - Finishes
 - Division 10 - Specialities

Volume 2C

- Division 11 - Equipment
- Division 12 - Furnishings
- Division 13 - Special Construction
- Division 14 - Conveying Systems
- Division 15 - Mechanical
- Division 16 - Electrical

Volume 3

- Preamble to Bills of Quantities
- Bills of Quantities
- Summary of Bills of Quantities
- Day work Schedules

Volume 4A

- Drawings for Intake and Water Treatment Plant

Volume 4B

- Drawings for Mechanical and Electrical Facility

Volume 4C

- Drawings for Transmission and Distribution

Volume 4D

- Service Reservoirs

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GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF HOUSING AND PLANTATION INFRASTRUCTURE
NATIONAL WATER SUPPLY AND DRAINAGE BOARD
GREATER KANDY WATER SUPPLY AUGMENTATION PROJECT

Loan No.: SL-P71

Contract No.: **GK/JBIC/04**

Contract Name: **CONSTRUCTION OF GOHAGODA INTAKE PUMP STATION,
KATUGASTOTA WATER TREATMENT PLANT, SERVICE
RESERVOIRS AND PIPELINES**

TENDER DOCUMENTS ISSUED TO:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____ E-mail address: _____

Tender Fee Received: _____

Non Refundable Fee: _____

No. of Receipt Issued: _____

Signature of Officer Authorized to Issue the Documents: _____

Place of Issue: Tender and Contract Section
National Water Supply and Drainage Board
Galle Road, Ratmalana.
Sri Lanka.

Date: _____

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

**INVITATION
TO
TENDER**

M/S.....
.....
.....
.....

Dear Sir,

Invitation to Tender:

Greater Kandy Water Supply Augmentation Project

Contract No. GK/JBIC/04, Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, service Reservoirs and Pipelines

As per the Pre-qualification Document for the Greater Kandy Water Supply Project, Contract No. GK/JBIC/04, Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, we are pleased to inform you that you have been pre-qualified to tender for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, Contract No. GK/JBIC/04. The project will be funded with a loan received by the Democratic Socialist Republic of Sri Lanka from the Japan Bank for International Cooperation (JBIC) in Japanese Yen. Part of the proceeds of this loan will be used to make payments under Contract No. GK/JBIC/04 for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines for which this invitation to tender is issued.

You are hereby invited to tender for the above work by the Chairman, Cabinet Appointed Tender Board, on behalf of the Democratic Socialist Republic of Sri Lanka.

Tender documents may be obtained from Assistant General Manager (Tenders and Contracts) National Water Supply & Drainage Board, Ratmalana, Sri Lanka, between 09.30 hours to 12.30 hours and 14.00 hours to 15.30 hours on normal working days up to2002 on payment to the National Water Supply & Drainage Board at Ratmalana of a non-refundable fee of Twenty Five Thousand Sri Lanka Rupees (SLR 25,000) in the form of cash or Sri Lankan Banker's certified cheque, or United States Dollars Three Hundred (US \$ 300) in the form of Banker's certified cheque, countersigned by a Bank operating in Sri Lanka.

Tender documents will be issued only to Pre-qualified Tenderers or their accredited local agents or one of the partners in the case of a pre-qualified joint venture on production of a letter of request for documents on business letterhead stationery and accompanied by a Banker's certified cheque or cash as a non-refundable fee.

Your attention is drawn to the Public Contracts Act No. 3 of 1987 and the Public Contracts Regulation, 1988 published in the Gazettes of Sri Lanka, extraordinary No. 508/7 of 2.6, 1988 which require any person who acts as local agent or sub agent or representative or nominees for and on behalf of the Tenderer, to register himself with the Registrar of Public Contracts.

The Cabinet Appointed Tender Board reserves the right to accept or reject any tender or to reject all tenders without any reasons thereto.

Please note that the following documents must accompany the Tender:

- a) Covering letter on business letterhead stationery.
- b) A tender security as per Clause 18 of the Instructions to Tenderers in an acceptable form as specified.
- c) A signed and certified declaration form from a recognized Bank operating in Sri Lanka for the Line of Credit Guarantee, as specified in Clause 18.2 of the Instructions to Tenderers.
- d) A Power of Attorney authorizing signatories to the Tender, as specified in Clause 11.3 of Instructions to Tenderers.

Please also note that the non-submission of any of the above may be a cause for rejection of the Tender.

Tenders shall reach the Chairman, Cabinet Appointed Tender Board, Ministry of Housing and Plantation Infrastructure on or before 11.00 hrs. on 2002 and will be opened immediately thereafter in the presence of those Tenderers or their representatives who have made an offer and who choose to attend at the office of Director - Works, Ministry of Housing and Plantation Infrastructure, "Sethsiripaya", Sri Jayawardenepura Kotte, Battaramulla, Sri Lanka.

Tenders received after the stipulated closing time will be rejected unopened.

A pre bid meeting in connection with the above tender has been tentatively scheduled for 2002 commencing at 10.00 a.m. at the Conference Room of the National Water Supply & Drainage Board, Head Office, Ratmalana, Sri Lanka.

All queries pertaining to the pre bid meeting should reach Asst. General Manager (Tenders & Contracts), Fax No.94-1-635885 or E-mail (nwspddgm@sltnet.lk) on or before2002.

Yours faithfully,

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

**CHECKLIST
OF
SUBMISSIONS**

Checklist of Submissions

*** Note:** Please mark “Y” in the “Remarks” column below if submissions are attached to the Tender. “N” and “N/A” should be marked for cases of “No Submission” and “Not Applicable” respectively.

Item	Submission	Reference	Remarks *
1	Three duly completed sets of Volume 1	Page ITT-4, Clause 11.2 (1)	
2	Three duly complete sets of Volume 2	Page ITT-5, Clause 11.2 (1)	
3	Three duly completed sets of Volume 3	Page ITT-5, Clause 11.2 (1)	
4	Three sets of addenda issued	Page ITT-5, Clause 11.2 (1)	
5	Three duly completed copies of Appendices to Tender and Schedules	Page ITT-5, Clause 11.2 (2)	
6	Drawings - Volume 4	Page ITT-5, Clause 11.2 (3)	
7	Tender Security	Page ITT-5, Clause 11.3 (1)	
8	Warranty affirming pre-qualification information is still valid or statement setting out changes, if any	Page ITT-5, Clause 11.3 (2)	
10	Form of Line of Credit Facility	Page ITT-5, Clause 11.3 (3)	
11	Power of Attorney authorizing signatories to Tender	Page ITT-5, Clause 11.3 (4)(a)	
12	Power of Attorney for named representative	Page ITT-5, Clause 11.3 (4)(b)	
13	Copy of Joint Venture Agreement	Page ITT-5, Clause 11.3 (5)	
14	Statement from Equipment Suppliers	Page ITT-5, Clause 11.3 (6)	
15	50 percent from Japan	Page ITT-5, Clause 11.3 (7)	
16	Health and Safety Policy	Page ITT-5, Clause 11.3 (8)	
17	Quality Management System	Page ITT-5, Clause 11.3 (9)	
18	CPM	Page ITT-5, Clause 11.3 (10)	
19	Programme of Work	Page ITT-6, Clause 11.3 (11)	
20	Cash Flow	Page ITT-6, Clause 11.3 (12)	
21	Outline Method Statement	Page ITT-6, Clause 11.3 (13)	
22	Plant and Equipment	Page ITT-6, Clause 11.3 (14)	
23	Site Staff	Page ITT-6, Clause 11.3 (15)	
24	Subcontractors, Manufacturers and Suppliers	Page ITT-6, Clause 11.3 (16)	
25	General Information Schedules	Page ITT-7, Clause 11.3 (17)	

**INSTRUCTIONS
TO
TENDERERS**

Instructions to Tenderers

1. Source of Funds

The Democratic Socialist Republic of Sri Lanka has received a loan from the Japan Bank for International Cooperation (hereinafter referred to as JBIC) towards the cost of the Greater Kandy Water Supply Augmentation Project and intends to apply part of the proceeds of this loan to eligible payments under **Contract No. GK/JBIC/04** for the **Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines** for which this Invitation to Tender is issued. Payment by the JBIC will be made only at the request of the National Water Supply and Drainage Board (hereinafter referred to as the NWSDB) and upon approval by the JBIC in accordance with the terms and conditions of the Loan Agreement and will be subject in all respects to the terms and conditions of that Agreement. Except as the JBIC may specifically otherwise agree, no party other than the NWSDB shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2. Brief Description of the Project

Contract GK/JBIC/04 includes both civil and electrical/mechanical work to construct:

- the intake pump station structure, screens, pumps, inlet gates, piping, cranes, electrical equipment and instrumentation. Excavation in rock, water and soil are required as well as a temporary cofferdam, formwork, reinforcement, concrete, backfill and slope protection. The structure will have a capacity of 115,500 m³/d and equipment will be installed for the first phase capacity of 38,500 m³/d;
- the treatment plant will have an initial production capacity of 36,670 m³/d. The work includes the distribution chamber, flocculation basins, sedimentation basins, filtration units, pipe gallery, clear water reservoir, clear water pump station, sludge lagoons, chemical building, standby power generation and the on-site pipework and raw water transmission main and supply and installation of all relevant equipment;
- the service reservoirs, water towers and pump stations ;
- the treated water transmission main including Mahaweli River crossing;
- distribution systems;
- all ancillary works.

The contract also includes:

- testing and commissioning of the works;
- training of NWSDB personnel in the operation and maintenance of the works.

See Outline of the Project, Annex ITT-1.

3. Definitions

Words and phrases are used in these Instructions (unless the context otherwise requires) in conformity with the usage and definitions given in the Conditions of Contract.

4. Tender Invitation and Eligible Tenderers

4.1 Tenders are invited only from pre-qualified Tenderers for the execution of the above named Works in accordance with the requirements of the Tender Documents.

4.2 Only those Tenderers who have been pre-qualified by the NWSDB to tender for these works may submit tenders. Pre-qualified Tenderers shall not submit tenders in association, joint venture or partnership except with those on the basis of which they were previously pre-qualified. Each Tenderer may submit only one tender. No Tenderer may participate in the tender of another for the same contract in any relation whatsoever.

4.3 Information submitted by the Tenderer for the purpose of pre-qualification and resubmitted herewith or in compliance with the relevant portions of Clause 11 of these Instructions will be subject to verification by the NWSDB. Inaccuracies in or omissions from it, which in the opinion of the NWSDB adversely affect the Tenderer's ability to execute the Works, will render the tender ineligible for consideration.

5. Eligible Nationality

5.1 The eligible nationality of suppliers shall be as follows:

- in the case of prime contractors – Japan;
- in the case of sub-contractors – Japan or the Democratic Socialist Republic of Sri Lanka;
- in the case of contractors engaged in contracts subsidiary to sub-contracts – all countries.

5.2 The pre-qualified prime contractors shall be nationals of Japan, or juridical persons incorporated and registered in Japan, and which have their appropriate facilities for producing or providing the goods and services in Japan, and actually conduct their business there.

5.3 The sub-contractors shall be (i) nationals of Japan, or juridical persons incorporated and registered in Japan, and which have their appropriate facilities for producing or providing the goods and services in Japan, and actually conduct their business there, or (ii) nationals of the Democratic Socialist Republic of Sri Lanka, or juridical persons incorporated and registered in the Democratic Socialist Republic of Sri Lanka, and which have their appropriate facilities for producing or providing the goods and services in the Democratic Socialist Republic of Sri Lanka, and actually conduct their business there.

5.4 Not less than 50 percent of the total costs of goods and services to be financed under this contract shall be procured in Japan. The goods and services procured from the eligible manufacturing company(ies) (hereinafter referred to as "the Eligible Local Manufacturing Company(ies)") invested by Japanese manufacturing companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:

- juridical persons incorporated and registered in the Democratic Socialist Republic of Sri Lanka, and which have their appropriate facilities for producing or providing the goods and services in the Democratic Socialist Republic of Sri Lanka, and actually conduct their business there;
- not less than 10 percent of shares are held by a single Japanese manufacturing company; and
- the proportion of shares held by any single company of the third country(ies), other than Japan or the Democratic Socialist Republic of Sri Lanka, is not more than that held by any Japanese manufacturing companies.

5.5 The Tenderer shall provide documentary evidence, with the tender, to confirm that this requirement of not less than 50 percent of the goods and services, to be financed under this contract, shall be procured in Japan.

6. Cost of Tendering

The NWSDB will not be liable for or bear any costs associated with the tendering, preparation and submission of tenders.

7. Site Visit and Pre-tender Meeting

- 7.1 On prior written application by the Tenderer, the NWSDB will arrange necessary authority for the named personnel or agents of the Tenderer to inspect the Site on condition that the Tenderer shall bear the expenses of the visit and indemnifies the NWSDB and his personnel and agents from all costs and liabilities in connection therewith.
- 7.2 The Tenderer or his official representative may inspect the results of site investigations carried out along the site at the office of Deputy General Manager (Planning and Design), NWSDB, Galle Road, Ratmalana, Sri Lanka by appointment. The NWSDB will not accept any responsibility regarding interpretation or deduction obtained or arrived at by Tenderers from data furnished by the NWSDB.
- 7.3 The Tenderer or his official representative is advised to attend a pre-bid meeting which will be convened at the office of NWSDB at the location, date and time shown in the Invitation to Tender.
- 7.4 The purpose of the pre-bid meeting will be to clarify issues and to answer queries on any matter related with the Tender Documents.
- 7.5 The Tenderer is requested to submit queries in writing or by e-mail (nwspddgm@sltnet.lk), cable or facsimile to reach the NWSDB not later than one week before the pre-bid meeting.
- 7.6 Minutes of the pre-bid meeting, including copies of the queries raised and their responses will be furnished expeditiously to all those attending the meeting (and subsequently to all purchasers of the Tender Documents). Any modification of the Tender Documents listed in Clause 8 of these Instructions, which may become necessary as a result of the pre-bid meeting shall be made by the NWSDB exclusively through the issuance of an amendment pursuant to Clause 9 of these Instructions and not through the minutes of the pre-bid meeting.

8 Documents Issued by the NWSDB

- 8.1 The documents issued by the NWSDB for the purpose of tendering referred to as the Tender Documents are:

Two copies of:

- (1) Volume No.1:
 - Invitation to Tender
 - Instructions to Tenderers
 - Annex ITT1 Outline of the Project
 - Annex ITT2 Form of Tender Guarantee
 - Annex ITT3 Form of Line of Credit Facility
 - Form of Tender
 - Appendix to Tender
 - Form of Agreement
 - Conditions of Contract
 - Part I – General Conditions
 - Part II – Conditions of Particular Application
 - Annex 1 Form of Performance Guarantee
 - Annex 2 Form of Advance Guarantee
 - Annex 3 Form of Retention Guarantee
 - Annex 4 Form of Beneficiary Statement
 - Annex 5 Commitment Procedure
- (2) Volume No.2:
 - Standard Specification
 - Particular Specification
- (3) Volume No.3:

- Preamble to Bill of Quantities
- Bill of Quantities
- Schedules of Prices

One copy of:

- (4) Volume No.4:
 - Drawings
- (5) Amendments and Addenda issued under Clause 9.2 of these Instructions.

9 Clarification and Amendment of Tender Documents

- 9.1 Prospective Tenderers requiring any further information or clarification of the Tender Documents may notify the NWSDB in writing or by e-mail, cable or facsimile at the NWSDB's mailing address as given in the Form of Tender in Volume No.1. The NWSDB will respond in writing to any such requests received, not later than twenty-eight (28) days prior to the deadline for the submission of tenders prescribed by the NWSDB. The NWSDB's response (including an explanation of the query) will be sent in writing or by e-mail, cable or facsimile to all prospective Tenderers that have received the Tender Documents.
- 9.2 If after the twenty-eight days deadline, the Tenderer requires further clarification he must give details in the separate memorandum referred to in Clause 11.2 (1) (iv) of these Instructions.
- 9.3 At any time prior to the deadline for submission of tenders, the NWSDB may for any reason whether on his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by amendment.
- 9.4 Each amendment will be notified in writing by e-mail, cable or facsimile with confirmation by post to all those who have been issued the Tender Documents. Each such amendment shall form part of the Tender Documents and Tenderers are required to acknowledge receipt of the amendments.
- 9.5 Except for clarification or amendment as above neither the NWSDB nor the Engineer nor any employee or servant of either has any authority to make explanations or amendments.

10. Inducements, Gratifications, etc.

Section 17 of the Public Contracts Act No. 3 of 1987 applies to this tender and contract. A copy of this document is available for reference by appointment in the office of Deputy General Manager (Planning and Design), NWSDB, Galle Road, Ratmalana.

11. Tender Documents to be Submitted with the Tender

- 11.1 The Tender Documents to be submitted with the tender include the tender and documents accompanying the tender. The tender comprises documents intended for incorporation in the Contract. The documents accompanying the tender are for the information of the NWSDB, as requested by NWSDB, or as submitted by the Tenderer in support of his tender.
- 11.2 The tender must include:
- (1) **Three bound, complete sets of the following documents**, duly completed and one marked "**ORIGINAL**" and two marked "**DUPLICATE**". Tenderers are requested to bind their submissions in good quality bindings from which pages are not readily detachable.
 - i) Volume No. 1 (Clause 8 (1) of these instructions)
 - ii) Volume No. 2 (Clause 8 (2) of these instructions)
 - iii) Priced Bill of Quantities (Volume No. 3 of Clause 8 (3) of these instructions)
 - iv) Addenda issued (Clause 8 (5) of these instructions).

- (2) **Three bound copies**, one marked “**ORIGINAL**” and two marked “**DUPLICATE**” of all appendices to tender and/or schedules completed by the Tenderer for incorporation in the Contract including all manufacturers’ data, literature, etc.,
 - (3) Drawings (Clause 8 (4) of these instructions) returned marked “**ORIGINAL**”
- 11.3 The tender must also include **three copies**, one marked “**ORIGINAL**” and two marked “**DUPLICATE**” of the following:
- (1) The Tender Security,
 - (2) A warranty affirming that the information supplied by the Tenderer prior to prequalification is unchanged in all material respects and, where otherwise, a statement setting out the changes,
 - (3) If the bid capacity of the Tenderer is less than US\$ 10 million, the Tenderer shall include with the tender a declaration from a bank to supplement the bid capacity as follows:
 - In the case of a local contracting firm a declaration issued by a recognised bank operating in Sri Lanka;
 - In the case of an international contracting company a declaration issued by an internationally recognised bank operating outside of Sri Lanka forwarded through a bank operating in Sri Lanka.

The declaration should be addressed to the NWSDB and should guarantee that, in the case the contract is awarded to the Tenderer, the bank will provide the Tenderer with a revolving line of credit for an amount equivalent to the shortfall in the bid capacity below US \$ 10 million (US \$ 10 million – bid capacity) or its equivalent. Such revolving line of credit shall be maintained until the works is take over by NWSDB. A tender which does not include such a declaration will be rejected. A sample format of the declaration is given in Annex ITT 3 of these Instructions.
 - (4) The Power(s) of Attorney authorizing:
 - a The signatories to the tender,
 - b One named representative of the Tenderer to act on behalf of the Tenderer in relation to the NWSDB on all matters in connection with the tender and award of Contract. Each partner in a joint venture must supply such power of attorney in respect of the above named representative, together with the address of the named representative.
 - (5) A copy of agreement entered into by the joint venture partners shall be submitted in the original and duplicate of the tender:
 - (6) An unconditional statement from the equipment suppliers on business letterhead stationery that they can deliver equipment to the site on a schedule such that installation by the Contractor can meet the construction schedule.
 - (7) Documentary evidence to confirm that the requirement of not less than 50 percent of the goods and services to be financed under this contract shall be procured in Japan.
 - (8) Health and safety policy together with the organization and implementation plan.
 - (9) Quality management system documentation including quality manuals, typical quality plans, and other such documents sufficient to indicate the Tenderer’s intention and ability to properly control the quality of the complete works, in the event of being awarded the Contract.
 - (10) A written statement of CPM usage verifying the Tenderer’s in-house capability of CPM scheduling or the proposed use of a qualified CPM Consultant. This capability shall be verified by:
 - a list and description of at least two prior construction projects of equal value to the value of this project.
 - b at least one project which was controlled through periodic monitoring and updating of the CPM Schedule.
 - (11) Programme of Work
 - a bar chart or network showing sequence of construction and completion with dates for each activity measured in calendar days including:

- i interface activities requiring support of NWSDB.
 - ii allowance shall be made for Contractor's submittals and Engineer's review time as specified.
 - b S-curve incorporated in the bar chart showing cumulated forecast value of permanent work done (i.e. excluding preliminaries, provisional sums and contingencies) from commencement to completion of the Works.
 - c delivery schedule of plant/equipment and instrumentation for incorporation in the permanent work, showing the expected delivery time.
 - d a graph related to the bar chart showing the build-up of proposed site staff and management organization including:
 - i numbers of supervisors and labour
 - ii those employed by the sub-contractors
- (12) Cash flow schedule based on the programme
- (13) Outline method statement proposed for:
 - a construction and sequencing of each major item of work.
 - b installation of plant/equipment and instrumentation.
 - c contingency plan to deal with problems which could occur during installation/construction.
 - d equipment and system start up and commissioning.
 - e system demonstration and training.
 - f installation of equipment – shut down requirements.
 - g temporary construction requirements to facilitate constructing.
 - h schedule for each of the above operations.
- (14) Contractor's plant & equipment schedule listing major items of his plant and equipment to be used including:
 - a description
 - b capacity
 - c quantity
 - d year of manufacture
 - e condition
 - f present location
 - g availability with time required to transport the equipment to Site.
- (15) Site staff
 - a organization chart
 - numbers of proposed supervisory and management staff to be made available to the project on a full time basis, those employed by Sub-Contractors to be categorized separately.
 - i engineers
 - ii supervisors
 - iii labour force
 - b bio-data of the proposed supervisory and management staff their qualifications, previous appointments and experience including those to be employed by the sub-contractors to be categorized separately.
- (16) Sub-contractors, manufacturers & suppliers
 - a names of proposed specialist sub-contractors with particulars of the works to be undertaken by each.
 - b names of proposed manufacturers together with their respective local agents and details of technical back-up and service facilities available in Sri Lanka.
 - c signed affidavits from the proposed manufacturers on suppliers headed notepaper and addressed to NWSDB that the components offered will meet, in every aspect, the requirements set forth in the Specifications and if the components manufactured by the manufacturers are subsequently found to be not in accordance with the Specifications, the Tenderer shall confirm that these will be provided as specified from approved alternative manufacturers at no additional cost to the NWSDB and within the time for completion stated in

the Tender. The affidavit shall confirm that the components can be delivered to the site on a schedule such that the Contractor can meet the construction schedule. The affidavit shall also confirm that all components supplied are fully compatible and complete with all adapters and appurtenances as required for a complete and fully operational installation, at no additional cost to NWSDB.

- (17) General Information Schedules
- (18) Technical Schedules A - Schedule of Deviations
- (19) Technical Schedules B - Technical Details
- (20) Technical Schedules C - Performance Data
- (21) Technical Schedules D - Miscellaneous Data
- (22) Alternative standards/codes of practice - if any are proposed, an English translation shall be furnished together with a list of similar projects where plant / equipment / instrumentation / materials / components to the proposed alternative standards have been used satisfactorily. The list shall include:
 - a location of project
 - b contract price
 - c number & characteristics of units
 - d confirmation that the units have been in continuous operation for at least five years under a similar environment.
 - e same basic design and size as specified.
 - f name and address of the employer and of the engineer with their Contact numbers.
 - g date of initial operation of the installation.
 - h other firms/corporations/companies associated with the tenderer in the execution of the project.
 - i percentage participation of the tenderer in the project.
- (23) Proposed sources of local naturally occurring materials and aggregate to be used for the project.
- (24) Layout of temporary works.
- (25) Name and address of the Tenderer's permanent representative in Sri Lanka, if any, including the facilities available with him in Sri Lanka.
- (26) Fully detailed Specification for the protection of all steelwork to be used in the Works, including all galvanizing, aluminium, or zinc spraying, painting etc., with the location of all such steelwork and the protection to be provided.
- (27) Preliminary list of submittals including a preliminary schedule for submission of:
 - a shop drawings
 - b product data
 - c samples
 - d operation & maintenance manuals
 - e certificates & affidavits
 - f miscellaneous submittals as specified.
- (28) Outline drawings and cross-sectional views, showing in proper scale, the overall dimensions and general arrangement of all proposed plant/equipment and instrumentation.
 - a show space required around each major component for operation, maintenance and installation or removal.
 - b furnish the weight of each major component, and the weight of the heaviest piece to be handled by crane during erection.
- (29) Technical data, outline drawing, descriptions, test results and exact catalogues of all plant / equipment / instrumentation / material / components proposed to be used for this contact.
 - a all items and materials offered, including details of manufacturer, specifications, dimensions etc., sufficiently detailed so that the Engineer may have full and complete knowledge of the plant / equipment / instrumentation / material / components offered.

- b catalogues shall be included in a separate book, arranged with tabs to facilitate location of specific items.
 - c names of plant / equipment / instrumentation / material / components (not manufacturer), shall be noted on the tab.
 - d when catalogues show alternatives i.e. sizes etc., the Tenderer shall indicate with a red mark the specific item to be supplied.
- (30) Any other documents specified in the Tender Documents.
- 11.4 The tender documentation shall be neatly arranged with coloured dividers between sections, which shall generally correspond to the sections listed in 11.3 above.
- 11.5 In the event of discrepancy between the original and the copies, the original shall govern.
- 11.6 In the event that the successful tenderer is a joint venture formed of two or more companies, the NWSDB requires that the parties to the joint venture accept joint and several liability for all obligations under the Contract.
- 11.7 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
- (1) the tender and in case of a successful tender, the agreement, shall be signed so as to be legally binding on all partners;
 - (2) one of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - (3) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge; and
 - (4) all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (2) above as well as in the tender and the agreement (in case of a successful tender).
- 11.8 Where the Tenderer is a foreign principal, the Tenderer shall include in his tender a statement either
- (1) that the Tenderer has no local agent and that no commission is payable, or
 - (2) that the Tenderer has a local agent, stating the local agent's name and address and the amount of commission payable to the local agent.
- 11.9 In the latter case, a Power of Attorney shall be provided with the tender authorizing the local agent to act on behalf of the foreign principal.

12. Tender Documents to be Completed

- 12.1 The Tenderer must complete the Tender Form, its Appendix, and the Parts and Summary of the Bill of Quantities and Schedules of Rates and Prices in indelible ink or typescript in the original and all copies with the whole of the information and prices called for thereon. Each place provided for the purpose must be completed with the date, name (in capitals) and signature of the person or persons authorized to sign tender documents and of the witness thereof. Every tender document, except that pertaining to the tender guarantee, must be dated and signed by the same person or persons.
- 12.2 Each page, except for un-amended printed pages, must be initialed by the person or persons signing the tender. The tender must contain no interlineations, erasures or overwriting except as necessary to correct the Tenderer's own entries; each such correction must be initialed as above, and amendments of numerals must be in words.

- 12.3 The Tenderer shall note that failure to submit the required affidavits or other documentation requested will result in rejection of the tender or relevant supplier in the case of alternative suppliers.

13. Language

The Tender Documents and all communications with the NWSDB must be in English. The relevant parts of literature printed in another language must be accompanied by an English translation certified by an approved authority.

14. Alterations and Alternatives

No alteration should be made to the Tender Documents other than in filling the blanks intended to be filled, in accordance with Clause 12 of these Instructions, or in compliance with an Amendment sent by the NWSDB in accordance with Clause 9 of these Instructions.

15. Part Tenders

Tenders for a part of the Works are not invited and will not be considered.

16. Bill of Quantities and Schedule of Rates and Prices

- 16.1 The unit rates and prices shall be quoted against items in the Bill of Quantities and schedule of rates by the Tenderer separately in the following currencies:
- (1) For those inputs to the works which the Tenderer expects to supply from within the project country including customs duty, cess, NSL, GST payable during importation, excise duty, surcharge and any other duties or levies payable by the Contractor on the items and quantities of materials and equipment stated in the Bills of Quantities for the supply of those items – in Sri Lankan Rupees in the local component column.
 - (2) For those inputs to the works which the Tenderer expects to supply from outside the project country – only in Japanese Yen in the foreign component column.
 - (3) The Tenderer shall determine and enter separately the sum of customs duty, cess, NSL, GST, excise duty and surcharge payable by the Contractor on the items and quantities of materials and equipment stated in the Bills of Quantities for the supply of those items in the column provided – in Sri Lankan Rupees.
- 16.2 The Tenderer shall enter a rate or price against each item, but where he wishes to include the cost of one item in another he shall write “NONE” in the rate and amount columns against the former, indicating in which item or items the cost is included. The Tenderer shall price each item, total cost of each page, total Schedules of Rates and Prices, the Sub-parts, Parts and Summary of the Bill of Quantities, and carry the total of the Summary to the Tender. Unless otherwise stated in the Documents, the Contract shall be for the whole works as described.
- 16.3 Any correction or clarification made by the Tenderer of entries made by him must be in words rather than numerals and must be signed by the person authorized to sign the tender.
- 16.4 Where a schedule sets out the quantities for a unit measure of work in the Bill of Quantities the sum of the priced Schedule must be carried to the Bill of Quantities as the unit rate for that measure.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Works as described in the Specification and the Bill of Quantities, whether quantities are stated or not. Items against which no rate or price is entered by the Tenderer, will not be separately paid for by the NWSDB when executed, and shall be deemed covered by the other rates and prices in the Bill of Quantities.

- 16.6 All dues, taxes, duty and other levies which are payable by the Contractor under the Contract, or for any other cause shall be included in the rates and prices submitted by the Tenderer, and the evaluation and comparison of tenders by the NWSDB shall be made accordingly. The date considered for computation of such taxes, duties and other levies etc. shall be taken as the date twenty eight days prior to the closing date for submission of tenders.
- 16.7 The payment of customs duty, cess, GST, NSL, excise duty and surcharges as per Clause 16.1(3) of these instructions shall not be subject to variation on account of changes in the rate or rates of exchange between the foreign currency and Sri Lanka Rupees.
- 16.8 All taxes, duties and other charges imposed outside Sri Lanka on the production, manufacture, sale and transport of all materials and plant required for the Works shall be included in the Contractor's rates and prices.
- 16.9 Customs duty, cess, GST, NSL, excise duty and surcharge levied on materials, machinery and equipment imported by the Contractor for building and/or using for temporary works for implementing the works, including all other charges and dues, shall be paid by the Contractor and will be deemed to be included in his rates and prices.
- 16.10 Any other payments related to custom duty shall not be made except under conditions stipulated in Clause 16.1 and 16.6 of these instructions.
- 16.11 The tender price submitted by the tenderer shall cover the supply of new and unused materials and plant. Tenders which provide for the supply of plant and materials not coming directly to Sri Lanka from the country of manufacture or which are used, rebuilt, reconditioned or re-assembled will be rejected.
- 16.12 The contract price is subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70.1 of the Conditions of Contract.
- 16.13 Permanent reinstatement of highways will be carried out by the Contractor. The Tenderer's attention is drawn to the requirements in the Specification, Bill of Quantities and Conditions of Particular Application.
- 16.14 Discounts (if any):
- (1) If any Tenderer wishes to offer a discount, it should be indicated clearly in the Summary page of the Bill of Quantities.
 - (2) No discount shall be allowed for provisional sum items and contingency sum items and no conditional discounts will be accepted.
 - (3) For the purposes of determining the tender sum, the total amount of the discount indicated in the summary page shall be taken as the correct sum, irrespective of the percentage of the discount (if any) stated therein. The amount of discount so determined shall be distributed among all the BoQ items except for the provisional sum and contingency items.
- 16.15 Goods and Services Tax (GST)
- (1) Rates and prices in respect of items of work other than supply items which involves duty component shall exclude goods and services tax (GST). The Contractor shall include in the Bill of Quantities Summary separately the total amount of GST in respect of such items of work, at the rate which is in effect at the time of tendering in accordance with the Goods and Services Act.
 - (2) Unit rates on the duty component, as per Clause 16.1(3) of these Instructions, in Supply Bills shall include GST.

17 Foreign Currency

- 17.1 The proceeds of the JBIC loan are available only in Japanese Yen. All foreign currency amounts in the tender must therefore, be stated in Japanese Yen.
- 17.2 The JBIC procedures require that the foreign currency portion of the Contract amount be paid through an irrevocable Letter of Credit established by NWSDB in favour of the Contractor. This procedure is not applicable to any other transaction.
- 17.3 The above procedure is in accordance with the NWSDB's general practice of providing for the Tenderers to price the Bill of Quantities in local and foreign currency separately but without prejudice to the provisions of Clause 60.11 of the Conditions of Contract, for the Sri Lanka Rupee to be the currency of account.

18. Tender Security

- 18.1 The Tenderer must furnish with his tender a tender security of not less than fifty million Sri Lanka Rupees (Rs 50,000,000.00) or equivalent in freely convertible currency based on rates published by Central Bank of Sri Lanka 28 days prior to bid closing date.
- 18.2 A tender, which does not include a valid tender security, will be rejected. The following are acceptable tender securities:
- (1) The tender security shall, at the Tenderers option, be in the form of a Sri Lanka Rupee cash deposit, or an irrevocable letter of credit or an unconditional guarantee from a bank operating in Sri Lanka or from a foreign bank acceptable to the NWSDB and forwarded through a bank located in Sri Lanka. In the case of domestic Tenderers, an equivalent amount in public securities or National Savings Certificates may be deposited with or transferred to the NWSDB. The format of the bank guarantee shall be in accordance with the sample form of tender security included with this Tender Document as Annex ITT2. Bank guarantees shall be valid for thirty (30) days beyond the validity of the bid.
 - (2) Banker's drafts are acceptable.
 - (3) Banker's cheques issued by a bank operating in Sri Lanka are acceptable.
 - (4) Personal or company cheques and insurance guarantees are NOT acceptable in lieu of the above.
- 18.3 An unsuccessful Tenderer's tender security will be discharged or returned, or both, as promptly as possible upon award of Contract, but in any event not later than twenty-eight (28) days after the expiration of the period of tender validity specified in paragraph 4 of the Form of Tender, or such extended validity as may be agreed by the Tenderer.
- 18.4 The successful Tenderer's tender security will be discharged or returned, or both, upon the Tenderer executing the Contract and furnishing the performance guarantee pursuant to Clauses 10.1 and 10.4 of the Conditions of Contract. The tender security may be forfeited:
- (1) if a Tenderer withdraws his tender during the period of tender validity specified in paragraph 4 of the Form of Tender.
 - (2) in the case of a successful tender if the Tenderer fails to execute the Contract in accordance with Clause 9.1 of the Conditions of Contract or to provide the performance guarantee in accordance with Clauses 10.1 and 10.4 of the Conditions of Contract.
 - (3) If the Tenderer does not accept the correction of the tender amount pursuant to Clause 24.6 of these instructions.
 - (4) If the Tenderer refuses to comply with the requirements of Clause 24.10 of these instructions, if called upon to do so.

19. Period of Tender Validity

- 19.1 Tenders must remain valid for one hundred and fifty days after the date of tender closing prescribed by the NWSDB pursuant to Clause 21 of these Instructions.
- 19.2 The NWSDB may solicit the Tenderer's consent to an extension of the period of tender validity stated in paragraph 4 of the Form of Tender. The request and the reply must be in writing. If the Tenderer consents, the validity of the tender security must, at the cost of the Tenderer, be extended by the same period. A Tenderer may refuse to consent an extension without its tender security being liable for forfeiture. A consenting Tenderer will not be required or permitted to modify his tender.

20. Sealing and Marking of Tenders

- 20.1 The Tenderer must enclose the tender, which includes all documents referred to in the relevant section in Clause 11 in these instructions, in separate sealed packets marked "original" and "duplicate" addressed to the Cabinet Appointed Tender Board and further marked clearly as follows;

**Tender for Contract No. GK/JBIC/04,
Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant,
Service Reservoirs and Pipelines**

DO NOT OPEN BEFORE (Latest date of submission of Tender)

- 20.2 In addition to the above, the envelopes shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "Late" pursuant to Clause 21 of these Instructions.
- 20.3 The two sealed envelopes containing the original and duplicate tenders and the other documents to be returned together with the tender, should thereafter be placed in a parcel that should also be sealed and marked on the outside as follows;

**Greater Kandy Water Supply Augmentation Project,
Tender for Contract No. GK/JBIC/04,
Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant,
Service Reservoirs and Pipelines**

DO NOT OPEN BEFORE (Latest date of submission)

**To: Chairman, Cabinet Appointed Tender Board
Ministry of Housing and Plantation Infrastructure,
Sethsiripaya, Sri Jayewardenapura, Kotte, Battaramulla
Sri Lanka.**

- 20.4 In addition to the above, the outer parcel shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "Late" pursuant to Clause 21 of these Instructions.

21. Delivery of Tenders and Deadline

- 21.1 The parcel containing the original and duplicate copies of the tender and other documents, must be delivered by registered post or by hand to reach Chairman, Cabinet Appointed Tender Board, c/o Director Works, Ministry of Housing and Plantation Infrastructure, 2nd Floor, Sethsiripaya, Sri Jayewardenapura, Kotte, Battaramulla, Sri Lanka on or before the time and date specified in the Invitation to Tender herein. Tenders received after this time and date will be declared "Late" and shall be rejected and returned unopened to the Tenderer.
- 21.2 The NWSDB may at its discretion, extend the deadline for the submission of tenders by amending the Tender Documents in accordance with Clause 9 of these Instructions, in which

case all rights and obligations of the NWSDB and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

22. Modification and Withdrawal of Tenders

Before the latest day fixed for delivery of tenders any Tenderer may by written notice and without prejudice to himself withdraw, modify, or correct his tender after it has been delivered to the NWSDB provided that the notice containing such withdrawal, modification or correction is sealed, marked and delivered in accordance with the instructions given in Clauses 21 and 22 of these Instructions.

23. Opening of Tenders

23.1 Tenders will be opened in the presence of Tenderers' representatives, at the time and date specified in the Invitation to Tender herein, at the Ministry of Housing and Plantation Infrastructure, 2nd Floor, Sethsiripaya, Battaramulla. The Tenderers' representatives who are present, shall sign a register evidencing their attendance.

23.2 At the opening, the names of each Tenderer will be announced and recorded together with the Contract Price (so far as it can be readily ascertained), discounts offered, and any modifications or withdrawals made in accordance with Clause 22 of these Instructions. No further details will be made public.

24. Evaluation of Tenders

24.1 After the tenders have been opened they will be evaluated in accordance with the particular provisions set out below or elsewhere in the Tender Documents.

24.2 The Tender Board will first ascertain whether there are any errors of computation; whether the Tenders are responsive to the requirements of the Tender Documents; whether the undertakings in respect of required guarantees and sureties have been provided; whether the documents have been properly signed; and whether the tenders are otherwise generally in order.

24.3 The Cabinet Appointed Tender Board or Project Director may ask each Tenderer in writing for clarification in writing of his tender, and provided that such clarifications do not change the price or substance of the tender, the tender may still be considered for acceptance, subject to the necessary clarifications.

24.4 The Chairman of the Cabinet Appointed Tender Board may request the NWSDB to verify any or all information supplied by the Tenderer for Pre-qualification and in accordance with Clause 11 of these Instructions and the Tenderer must, when required, arrange access to documents and premises to permit such verification.

24.5 Arithmetical errors will be corrected on the following basis:

- (1) If there is a discrepancy between the amounts in figures and the amount in words, the amount in words will govern;
- (2) If there is a discrepancy between the multiplied amount of the unit rate and quantity and the total, the unit rate will prevail and the item total will be corrected unless, in the opinion of the Cabinet Appointed Tender Board, there is an obvious misplacement of the decimal point in the unit rate, in which case the item total as quoted will govern and the unit rate will be corrected.
- (3) If there is a discrepancy between the multiplied amount of a quoted percentage rate, quantity and the total, the percentage rate will prevail and the item total will be corrected.

- (4) If there is a discrepancy between the total tender amount and the sum of item totals after correcting for errors in addition, the sum of the item totals will prevail and the total tender amount will be corrected.
- 24.6 The total sums stated in the tender will be adjusted by the Cabinet Appointed Tender Board in accordance with the above procedure for correcting errors and with the agreement of the Tenderer shall be binding upon the Tenderer. If the Tenderer does not accept the corrected amount of the tender, the tender will be rejected and the tender security may be forfeited.
- 24.7 If in the opinion of the Cabinet Appointed Tender Board, the tender is not substantially responsive, it will be rejected and not considered further. Tenders will be evaluated strictly in accordance with JBIC guidelines for bidding and only tenders, which are substantially responsive to the financial and technical requirements of the bidding documents, will be evaluated. If any alternative tender of the lowest evaluated Tenderer is considered advantageous to NWSDB, then this alternative may be considered.
- 24.8 In evaluating tenders, the Cabinet Appointed Tender Board will determine, for each tender, the evaluated tender price by adjusting the tender price as follows:
- (1) Making any correction for errors pursuant to Clause 24.5 of these Instructions;
 - (2) Excluding provisional sums and the provision, if any, for contingencies in the Summary Bill of Quantities and Dayworks;
 - (3) Making an appropriate adjustment for any other acceptable quantifiable variations or deviations from the requirements of the Tender Documents not reflected in the tender price or in the above mentioned other adjustments;
 - (4) Making an appropriate adjustment with reference to the percentage margins quoted for provisional sums.
 - (5) Excluding GST for the Works (as shown in the Grand Summary of the Bill of Quantities).
 - (6) If any discount is offered in the tender, it will be dealt with only as per Clause 16.14 for evaluating purposes.
- 24.9 Preference for domestic Tenderers – No margin of preference will be granted to any of the Tenderers in the comparison of their tenders and at the time of awarding the contract.
- 24.10 If the successful tender is likely to result in a serious mismatch in cash flow between payment due and cost incurred, the NWSDB may require that the amount of the performance security be increased to protect the NWSDB against financial loss in the event of subsequent default under the Contract. Also the NWSDB may require the successful Tenderer's agreement to an amendment to the Conditions of Contract to the effect that the first sentence of Clause 52.1 is not applicable to the rates and prices of those items which give rise to the mismatch. Tenderers who refuse to comply with these requirements may be liable to have their tenders rejected and their tender security forfeited.
- 24.11 Conversion to Single Currency – to facilitate evaluation and comparison, the NWSDB will convert all bid prices, expressed in currencies other than the currency of the NWSDB's country, to Sri Lanka Rupees at the buying rate established by the Central Bank in Sri Lanka for similar transactions on the date 28 days prior to the date of opening of tenders.
- 24.12 A tender may not be considered as responsive if the Schedules in the Appendix to the Tender are not completely filled furnishing the requested details, or if proposed manufacturers do not have adequate experience and sound reputation in the water industry and hence, are not acceptable to the NWSDB.

25. Warnings

The Tender Documents must only be used by recipients for the preparation and submission of tenders for the Works.

26. Contacting the Cabinet Appointed Tender Board

26.1 Subject to Clause 24.3 of these Instructions, no Tenderer shall contact the Cabinet Appointed Tender Board on any matter relating to its tender, from the time of tender opening to the time the Contract is awarded.

26.2 Any effort by a Tenderer to influence the Cabinet Appointed Tender Board in the Cabinet Appointed Tender Board's decisions in respect of tender evaluation or Contract award will result in the rejection of that tender.

27. Cabinet Appointed Tender Board's Right to Accept Any Tender and to Reject Any or All Tenders

The Cabinet Appointed Tender Board reserves the right to accept or reject any tender in whole or in part and to annul the tendering process and reject all tenders at any time prior to award of Contract, without thereby incurring any liability to the affected tender or Tenderers or any obligation to inform the affected Tenderer, or Tenderers, of the grounds for the Cabinet Appointed Tender Board's action.

28. Notification of Award

28.1 The NWSDB will award the contract to the Tenderer whose tender has been determined to be the lowest-evaluated responsive tender, provided that the Tenderer is determined to be qualified to perform.

28.2 The NWSDB will notify the successful Tenderer in writing by registered letter, or by e-mail, cable or facsimile, to be confirmed in writing by registered letter, that the tender has been accepted, and the basis on which the tender has been accepted.

28.3 The Letter of Acceptance will constitute the formation of a contract until the Contract has been affected pursuant to Clause 29 of these Instructions.

28.4 The successful Tenderer shall note that failure to provide the undertakings from the suppliers as required in Clause 11.3(6) will result in rejection of the offer and the contract will not be awarded to that Tenderer. Tenderers will not be permitted to change the manufacturers subsequent to award of tender.

29. Signing of Contract

29.1 At the time of notification of award, the NWSDB will send the successful Tenderer the Agreement provided in this Tender Documents, incorporating all agreements between the parties.

29.2 On submission of the Performance Security by the successful Tenderer, within twenty eight days of receipt of the notification of award from the NWSDB, the successful Tenderer will be required to attend at the offices of the NWSDB, to sign the Agreement provided in the Tender Documents. In the case of a joint venture, all partners must be present to sign the Agreement.

The Power(s) of Attorney is required for authorizing:

- a The signatories to the contract,
- b One named representative of the Contractor to act on behalf of the Contractor in relation to the NWSDB on all matters in connection with the signing of Contract. Each partner in a joint venture must supply such power of attorney in respect of the above named representative, together with the address of the named representative.

29.3 The successful Tenderer shall be responsible for and bear the costs of any stamp duties, legal and other such costs involved in the preparation, stamping and signature of the Contract. Two stamped copies will be required, one to be retained by NWSDB and one to be issued to the Contractor.

30. Letters of Credit

Letters of Credit shall be established by the Contractor for all the materials, machinery and equipment imported by the contract for building or use in this project.

Annex ITT1

Outline of the Project

1. Project Country

1.1 Sri Lanka is an island in the Indian Ocean having an area of 65,610 square kilometres with a central mountain region rising to some 2,100 metres surrounded by coastal plains on all sides. It is located 880 km north of the equator, off the southern tip of India. The climate is tropical with mean monthly temperatures in the range of 26-28 degrees Celsius. Rainfall varies island-wide with a wet zone in the southwest receiving about 2,400 mm rainfall annually and the remainder of the country being in the dry zone with some 1,400 mm of precipitation.

1.2 Languages: Sinhala, Tamil and English
English is widely spoken throughout Sri Lanka, except in remote villages.

Ethnic Groups:	Sinhalese	75%
	Tamil	18%
	Muslims	6%
	Burghers (descendants from Dutch and Portuguese colonies) and Others	1%

Religion:	Buddhism	69%
	Hinduism	15%
	Christianity	7%
	Islam	7%

International Airport: Colombo Airport at Katunayake, 30 km north of Colombo. Kandy is located at 120 km east of Colombo.

1.3 Rivers flow radially from the central mountains to the coastal plains. Irrigation has been widely practised in the dry zone for many years with extensive canal and storage systems particularly in the north central plains. Groundwater resources are not well documented or controlled. Although some high yielding aquifers have been identified in the northwest area, the predominant crystalline rocks produce only limited quantities of groundwater for the rural supplies. These sources are only recently being exploited.

1.4 The latest population (based on 1994 census excluding Northern and Eastern Provinces) is estimated at 15.02 million with 12.02 in rural areas and 3.0 million urban inhabitants. Population growth is estimated around 1.8% with a total 2000 figure around 16.7 million. These totals are projected to reach about 20.0 million by 2010 with some 16.0 million in rural areas.

2 Project Site

2.1 The urban areas of Kandy, where the proposed works are located, are mainly at an altitude ranging approximately from 440 to 720 metres above sea level. The monthly minimum temperature is 23.7 degrees Celsius and the monthly maximum temperature is 26.3 degrees Celsius in the year 1997. However, maximum day temperature can be as high as 36 degrees Celsius. Recent records indicate that the average relative humidity in the middle of the day ranges from about 70 to 85 percent dependent on the time of the year. This data is given as an indication of the type of conditions in which the Contractor's plant will be expected to operate, but it is the Tenderer's obligation to verify the conditions under which his plant will be expected to operate.

2.2 There are four distinct rainfall seasons as follows:

Season	Period
Northeast Monsoon	December to February
First Inter-monsoon	March to April
Southwest Monsoon	May to Mid-September
Second Inter-monsoon	Late September to November

2.3 The highest mean monthly precipitation occurs during the month of November. The lowest rainfall occurs during the first Inter-monsoons and is around 50 to 60 mm. The wettest months of April, October and November have heavy rainfall, whilst the driest months are February and March.

3 Scope Of Work

3.1 The work under this Contract includes but is not limited to furnishing all labour, materials including pipes and valves, appurtenances, tools, equipment and construction technology necessary for the Greater Kandy Water Supply Augmentation Project, Contract No. GK/JBIC/04, Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines.

3.2 The Greater Kandy Water Supply Augmentation Project will abstract water from the Mahaweli River at Gohagoda, treat and chlorinate the water and pump it to service reservoirs. The clean water will then be distributed through services reservoirs to consumers.

3.3 Contract GK/JBIC/04 includes both civil and electrical/mechanical work to construct:

- the intake pump station structure, screens, pumps, inlet gates, piping, cranes, electrical equipment and instrumentation. Excavation in rock, water and soil are required as well as a temporary coffer-dam, reinforcement, concrete, backfill and slope protection. The structure will have a capacity of 115,500 m³/d and equipment will be installed for the first phase capacity of 38,500 m³/d;
- the treatment plant will have an initial production capacity of 36,670 m³/d. The work includes the distribution chamber, flocculation basins, sedimentation basins, filtration units, pipe gallery, clear water reservoir, clearwater pump station, sludge lagoons, chemical building, standby power generation and the on-site pipework and raw water transmission main;
- the service reservoirs, water towers and pump stations ;
- the treated water transmission main including Mahaweli River Crossing;
- distribution systems;
- all ancillary works;
- testing, commissioning and training of NWSDB personnel for the works under the Contract.

Annex ITT2

Form of Tender Guarantee

WHEREAS National Water Supply and Drainage Board has invited tenders for the execution and completion of Contract No. GK/JBIC/04 for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, (A part of the Greater Kandy Water Supply Augmentation Project).

AND WHEREAS (Name and address of the Tenderer) (hereinafter called "the Tenderer") has submitted a Tender dated (hereinafter called "the Tender") in accordance with the Tender Documents and Forms obtained for the purpose.

KNOW ALL MEN by these presents that WE having registered office at (hereinafter called "the Bank") are bound unto the National Water Supply and Drainage Board (hereinafter called "the NWSDB") in the sum of for which payment well and truly to be made to the said NWSDB, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common seal of the Bank this day of 2002.

THE CONDITIONS of this obligations are:

- 1. if the Tenderer withdraws its Tender during the period of bid validity specified in the Tender form; or
- 2. if the Tenderer, having been notified of the acceptance of its Tender by the NWSDB during the period of Tender validity,
 - (a) fails or refuses to execute the Contract Agreement, when requested, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Contract.
 - (c) fails or refuses to accept the correction of errors in his Tender.

We, the Bank undertake to pay to the NWSDB up to the above amount, according to, and upon receipt of, its first written demand, without the NWSDB having to substantiate its demand, provided that in its demand the NWSDB will note that the amount claimed by it is due to it owing to the occurrence of one or more of the above-stated conditions, specifying the occurred condition or conditions.

THIS GUARANTEE will remain in force up to and including thirty (30) days after the period of Tender validity, and any demand in respect thereof should reach the Bank not later than such date.

Name of Bank:

Signature

Signature of Authorized Representative:.....

Title:.....

Signature of Witness:.....

Signature

Name and Address of Witness:.....

.....

Annex ITT3

Form of Line of Credit Facility

WHEREAS National Water Supply and Drainage Board has invited tenders for the execution and completion of Contract No. GK/JBIC/04 for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, (A part of the Greater Kandy Water Supply Augmentation Project).

AND WHEREAS (Name and address of the Tenderer) (hereinafter called "the Tenderer") has submitted a Tender dated (hereinafter called "the Tender") in accordance with the Tender Documents and Forms obtained for the purpose.

KNOW ALL MEN by these presents that WE having registered office at (hereinafter called "the Bank") are bound unto the National Water Supply and Drainage Board (hereinafter called "the NWSDB") in the sum of for use exclusively in Sri Lanka to provide a revolving Line of Credit to the Tender in the event that the Tenderer is awarded the said Contract by the NWSDB (and becomes "the Contractor"), and the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common seal of the Bank this day of 2002.

THE CONDITIONS of this obligations are:

1. The revolving Line of Credit shall be available to the Contractor for the period from fourteen days after the date of Award of the Contract to the date of issue of a certificate of completion of the works or such earlier date as may be agreed between of the Contractor and the NWSDB.
2. The revolving Line of Credit shall be for the purposes of this Contract only and shall be available only to ensure the smooth running and execution of the Contract.
3. The revolving Line of Credit shall not be used for funding any of the Contractor's obligations with regard to performance or payment guarantees or bonds.

We, the Bank undertake provide the NWSDB with a monthly statement of account to indicate the purpose of which the credit has been used.

THIS GUARANTEE for the provision of revolving Line of Credit remains in force up to and including 180 days after the date of Tender. In the event of award of the Contract to the Tenderer the revolving Line of Credit shall remain in force until the expiry of the Contract as defined in item 1 above.

Name of Bank:
Signature

Signature of Authorized Representative:.....

Title:.....

Signature of Witness:.....
Signature

Name and Address of Witness:.....
.....

**FORM
OF
TENDER**

FORM OF TENDER

**GREATER KANDY WATER SUPPLY AUGMENTATION PROJECT
CONSTRUCTION OF GOHAGODA INTAKE PUMP STATION, KATUGASTOTA
WATER TREATMENT PLANT, SERVICE RESERVOIRS AND PIPELINES
CONTRACT NO. GK/JBIC/04**

Chairman, Cabinet Appointed Tender Board,
Ministry of Housing and Plantation Infrastructure,
Sethsiripaya, Sri Jayawardenapura Kotte,
Battaramulla, Sri Lanka.

Gentlemen,

1. Having visited the sites and examined the Instructions for Tendering, Conditions of Contract, Specification, Drawings, and Bill of Quantities and Addenda Nos..... for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Instructions for Tendering, Conditions of Contract, Specification, Drawings, Bill of Quantities and Addenda for the sum of Sri Lanka Rupees (in words)
.....
.....
(in figure Sri Lanka Rupees).....
and Japanese Yen (in words)
.....
.....
(in figure Japanese Yen).....
2. We acknowledge that the Appendix to Tender forms part of our Tender.
3. We undertake, if our Tender is accepted, to commence the Works within Thirty (30) days after the receipt of the Engineer’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender.
4. We agree to abide by this Tender for the period of one hundred and fifty (150) days from the date fixed for receiving the same 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 Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 2002.

Signature:..... in the capacity of
duly authorized to sign tenders for and on behalf of

.....
(IN BLOCK CAPITALS)

Address:.....
.....

Witness:.....

Address:.....
.....

Occupation:.....

**APPENDIX
TO
TENDER**

APPENDIX TO TENDER

The Appendix referred to in paragraph 2 of the Form of Tender comprises Schedules 1 and 2, the General Information Forms and the Technical Schedules.

SCHEDULE 1

	Sub-Clause	
01. Amount of tender security	-	Not less than fifty million (Rs.50,000,000) in Sri Lankan Rupees or equivalent in freely convertible currency based on rates published by the Central Bank of Sri Lanka 28 days prior to tender closing date.
02. Amount of performance security	10.1	Ten (10) per cent of the Contract Price excluding contingency amount
03. Minimum amount of third party insurance	23.2	Sri Lanka Rupees 2,000,000 per occurrence, with the number of occurrences unlimited
04. Time for issue of notice to commence	41.1	Letter of Acceptance should be considered as the Notice to Commence
05. Period of commencement from the date of issue of notice to commence	41.1	Thirty (30) days
06. Time for Completion	43.1	900 days from the date of Acceptance
07. Amount of liquidated damages	47.1	Sri Lanka Rupees 1,500,000 per day
08. Limit of liquidated damages	47.1	Ten(10) per cent of the Contract Price
09. Defects Liability Period	49.1	365 days
10. Percentage for adjustment of Provisional Sums	59.4(c)	Shall be incorporated in the BOQ in all relevant cases

11.	Percentage of Retention	60.2	Ten(10) per cent
12.	Limit of Retention Money	60.2	Five (5) per cent of the Contract Price
13.	Minimum Amount of Interim Payment Certificate	60.2	Sri Lanka Rupees Five (5) million
14.*	Rate of exchange (28 days before date of Tender)	60.11	Central Bank of Sri Lanka Buying Rate Yen 100 = Rs.....
15.	Mobilization Advance Payment	60.14	Payable on submission of Bank Guarantee, shall not exceed 20% of Contract Price (less Provisional Sums & Contingency)

* : To be completed by Tenderer.

Initials of Signatory of Tender:

SCHEDULE 2

Requirements of Sri Lanka Contractor for Letters of Credit in Foreign Currency Clause 60.16.

Description	Currency	Amount
-------------	----------	--------

Signature of Tenderer:

**GENERAL INFORMATION
SCHEDULE**

General Information Schedules

Manufacturers' Financial and General Data

The details in these schedules are to be completed and provided by the Contractor and are to be submitted with the Tender. Failure to provide the required information or documentary evidence shall result in rejection of the tender.

If the Tenderer wishes to propose more than one source of supply, he may use separate sheets of same format for the purpose, and shall mark additional sheets as Schedule 1A, 1B, etc.

Information must be given strictly according to the specification.

To facilitate confirmation of the requirement for not less than 50 percent of the goods and services to be procured in Japan, the Tenderer must state the country of manufacture and the port of shipment of all equipment to be provided.

Unless otherwise specified acceptable documentary evidence with regard to manufacturing and supplying of equipment to overseas locations on similar contracts completed outside of home country shall consist of:

- a certified copy of signed letter on headed notepaper from each end user giving details of the equipment; or
- certified copies of shipping lists; or
- certified copies of invoices; or
- certified inspection reports from reputable inspection agencies.

ISO registration certificates must be valid for design and manufacture of the equipment to be supplied and have the same registered company name and address as the proposed supplier listed in the tender.

Principal Manufacturers and Suppliers

The Contractor shall list below, and include in the Tender, the manufacturers and suppliers for the items of equipment or plant listed. These are subject to approval.

Item	Name of Proposed Manufacturer or Subcontractor	Country of Manufacture
Pumps		
Pipes		
Valves		
Gates		
Cranes		
Fine Mesh Screens		
Sludge Scrapers		
Underdrains		
Air Blowers		
Chlorinators		
Chemical Pumps		
Motors		
Motor Control Centres		
Switchgear		
Generators		
Cables		
Flow Meters		

General Information Schedule**1 - Pump Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of pumps of comparable size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of pumps		Annual turn over for export of pumps	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule**1 - Pump Manufacturer****(continued)**

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
- a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of pumps and motors supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and dates.
 - d Documentary evidence of three pump stations completed outside of home country. The pump manufacturer shall substantiate manufacturing, supplying and completion within the last 10 years, with user's certificate and arrangement drawing of pumps and motors for the following conditions:
 - for the raw water pumps:
vertical centrifugal pump of equal or larger capacity and head with floating shaft and intermediate bearing unit.
double suction centrifugal pump with quoted pump efficiency at similar specific speed and capacity no more than specified.
 - for the clear water pumps:
centrifugal pump with flywheel unit more than 000 kg-m² (GD²).
double suction centrifugal pump with quoted pump efficiency at similar specific speed and capacity no more than specified.
 - for surge analysis
an analysis on a pipeline with a diameter larger than 0000 mm and longer than 0.0 km with end user's certificate and analysis report.
- i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion
 - xi Arrangement drawings

General Information Schedule**2 - Pipe Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of ductile iron pipes, of comparable size to those required in this project, to overseas locations. The minimum acceptable length is at least 40 km of 500 mm diameter, or larger DI pipe within the last 10 years.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of pipes		Annual turn over for export of pipes	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ⁰	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule

2 - Pipe Manufacturer

(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to at least ISO 9001 series
 - c List of DI pipes & fittings supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**3 - Valve Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of valves, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of valves		Annual turn over for export of valves	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule

3 - Valve Manufacturer

(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of valves supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**4 - Gate Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of gates, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of gates		Annual turn over for export of gates	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule

4 - Gate Manufacturer

(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001 series
 - c List of gates supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**5 - Crane Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of cranes, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of cranes		Annual turn over for export of cranes	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule

5 - Crane Manufacturer

(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of cranes supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**6 – Fine Screen Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of fine net screens, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of cranes		Annual turn over for export of cranes	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
6 - Fine Screen Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of fine screens supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**7 - Sedimentation Basin Scraper Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of sedimentation basin scrapers, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of clarifier scrapers		Annual turn over for export of clarifier scrapers	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
7 - Sedimentation Basin Scraper Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001 series
 - c List of sedimentation basin scrapers supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**8 - Underdrain Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of underdrains, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of underdrains		Annual turn over for export of underdrains	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
8 - Underdrain Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of underdrains supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

**General Information Schedule
9 – Air Blower Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of air blowers, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of air blower		Annual turn over for export of air blowers	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule

9 – Air Blower Manufacturer

(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of air blowers supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule
10 - Chlorination Systems Manufacturer

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of complete chlorination systems, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of chlorination systems		Annual turn over for export of chlorination systems	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
10 - Chlorination Systems Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of chlorination equipment supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule
11 – Chemical Systems Manufacturer

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of complete chemical systems, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of chlorination systems		Annual turn over for export of chlorination systems	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ⁰	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
11 – Chemical Systems Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of chemical systems supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**12 - Motor Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of motors, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of motors		Annual turn over for export of motors	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule

12 - Motor Manufacturer

(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of motors supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule
13 - Motor Control Centre Manufacturer

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of motor control centres, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of motor control centres		Annual turn over for export of motor control centres	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
13 - Motor Control Centre Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001 series
 - c List of motor control centres supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**14 - Switchgear Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of switchgear, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of switchgear		Annual turn over for export of switchgear	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
14 - Switchgear Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of switchgear supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**15 - Generator Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of generators, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of generators		Annual turn over for export of generators	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
15 - Generator Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001 series
 - c List of generators supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

General Information Schedule**16 – Cable Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of cables, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of cables		Annual turn over for export of cables	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule**16 - Cable Manufacturer****(continued)**

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of cables supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

**General Information Schedule
17 - Flow Meter Manufacturer**

The manufacturer should have more than 10 years experience in manufacturing, supplying, installing and commissioning of flow meters, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Annual report of the manufacturer shall be attached.

Annual turn over of manufacturer			Annual turn over of flow meters		Annual turn over for export of flow meters	
Year	Turn Over	Yen Equivalent	Turnover	Yen Equivalent	Turnover	Yen Equivalent

Enter below the name of products and year ISO 9000 accreditation obtained.

Product	ISO N ^o	Date of First Certification	Expiry Date
Accredited Local Agent			

General Information Schedule
17 - Flow Meter Manufacturer
(continued)

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Tender;
 - a Manufacturers specifications for the products
 - b Certificates of compliance to ISO 9001
 - c List of flow meters supplied to overseas locations during the last 10 years including name of end user, contract name, size of equipment, value and date of supply.
 - d Documentary evidence of three similar Contract completed outside of home country including the following information:
 - i Name of end users
 - ii Name of contact person(*must be able to speak and write in English*)
 - iii Contact telephone number
 - iv Fax no. and e-mail address
 - v Address
 - vi Name of project
 - vii Location of project
 - viii Value of project and value of equipment supplied, if different
 - ix Date of commencement
 - x Date of completion

**TECHNICAL
SCHEDULE**

Technical Schedule A

Schedule of Deviations

The Contractor shall list below, and include in the Tender, any deviations from the Specifications or other terms of the Contract contained in the Tender.

(References in the last column should refer to covering documents submitted with the Tender)

Item, Clause, etc., in the Contract	Subject of Deviation	Reference
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Technical Schedule B

Technical Details

The details in this schedule are to be completed by the Contractor and are to be submitted with the Tender. The details shall give a factual indication of the Contractor's proposals. It is recognised that this may necessitate some parts of the printed schedule being altered so as to suit the process or facilities being offered. However the Contractor shall keep alterations to a minimum.

If, after acceptance of the Contractor's Tender, and as a result of carrying out further detailed design, the Contractor considers it to be necessary or desirable to amend any of the details in this schedule, he shall notify the Engineer accordingly but no such amendment shall be made without the prior approval of the Engineer.

Descriptive literature shall be attached and shall give full specifications of the equipment offered.

Note : Tag nos. shown provisionally will be revised accordingly.

Raw Water Pumps
Tag nos. 01 RP 11, 01 RP 21

Type of pump

Nominal capacity (l/s)

Nominal head (m)

Shut off head (min.) (m)

NPSHR (m)

NPSH safety margin (m)

Minimum efficiency (%)

Manufacturer

Manufacturer's type designation

Place of manufacture

Size of suction (mm)

Size of delivery (mm)

Nominal impeller diameter

Casing material

Impeller material

Casing wear ring material

Type of top & bottom bearings

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Max. noise level

Weight (kg)

Preventative measures to counteract surge pressures

Type

Equipment

(The necessary calculations and figures shall be submitted with the Tender)

Pump Motors

Manufacturer

Type of motor

Speed (rpm)

Insulation class

Frame size

Place of manufacture

Continuous maximum rating (kW)

No load current (A)

Full load current (A)

Maximum starting current with proposed starter (A)

Maximum torque (Nm)

Minimum torque with proposed starter (Nm)

Motor bearings – type

Motor heater - rating (W)

- voltage (V)

- current (A)

Power factor (uncorrected)

at 100% rated load

at 75% rated load

at 50% rated load

Power factor (corrected)

at 100% rated load

at 75% rated load

at 50% rated load

Capacitor rating (kVAr)

Enclosure class (IP)

Weight (kg)

Variable Speed Drive

Service factor
Type of speed controller
Type of adjustable speed drive
Minimum capacity
Type of construction

Complete Pump Set

Weight (kg)
Dimensions (mm)

Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Tender

**Clear Water Pumps (A-1)
Tag nos. 09 CP 11, 09 CP 12**

Type of pump
Nominal capacity (l/s)
Nominal head (m)
Shut off head (min.) (m)
NPSHR (m)
NPSH safety margin (m)
Min. and max. efficiency (%)
Manufacturer
Manufacturer's type designation
Place of manufacture
Size of suction (mm)
Size of delivery (mm)
Nominal impeller diameter
Casing material
Impeller material
Casing wear ring material

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Max. noise level

Weight (kg)

Preventative measures to counteract surge pressures

Type

Equipment

(The necessary calculations and figures shall be submitted with the Tender)

Pump Motors

Manufacturer

Type of motor

Speed (rpm)

Insulation class

Frame size

Place of manufacture

Continuous maximum rating (kW)

No load current (A)

Full load current (A)

Maximum starting current with proposed starter (A)

Maximum torque (Nm)

Minimum torque with proposed starter (Nm)

Motor bearings - type

Motor heater - rating (W)

- voltage (V)

- current (A)

Power factor (uncorrected)

at 100% rated load

at 75% rated load

at 50% rated load

Power factor (corrected)

at 100% rated load

at 75% rated load

at 50% rated load

Capacitor rating (kVAr)

Enclosure class (IP)

Weight (kg)

Variable Speed Drive

Service factor

Type of speed controller

Type of adjustable speed drive

Minimum capacity

Type of construction

Complete Pump Set

Weight (kg)

Dimensions (mm)

Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Tender

Clear Water Pumps (A-2)
Tag nos. 09 CP 21, 09 CP 22

Type of pump

Nominal capacity (l/s)

Nominal head (m)

Shut off head (min.) (m)

NPSHR (m)

NPSH safety margin (m)

Min. and max. efficiency (%)

Manufacturer

Manufacturer's type designation

Place of manufacture

Size of suction (mm)

Size of delivery (mm)

Nominal impeller diameter

Casing material

Impeller material

Casing wear ring material

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Max. noise level

Weight (kg)

Preventative measures to counteract surge pressures

Type

Equipment

(The necessary calculations and figures shall be submitted with the Tender)

Pump Motors

Manufacturer

Type of motor

Speed (rpm)

Insulation class

Frame size

Place of manufacture

Continuous maximum rating (kW)

No load current (A)

Full load current (A)

Maximum starting current with proposed starter (A)

Maximum torque (Nm)

Minimum torque with proposed starter (Nm)

Motor bearings - type

Motor heater - rating (W)

- voltage (V)

- current (A)

Power factor (uncorrected)

at 100% rated load

at 75% rated load

at 50% rated load

Power factor (corrected)

at 100% rated load

at 75% rated load

at 50% rated load

Capacitor rating (kVAr)

Enclosure class (IP)

Weight (kg)

Variable Speed Drive

Service factor

Type of speed controller

Type of adjustable speed drive

Minimum capacity

Type of construction

Complete Pump Set

Weight (kg)

Dimensions (mm)

Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Tender

Clear Water Pumps (A-3)
Tag nos. 09 CP 31, 09 CP 32

Type of pump

Nominal capacity (l/s)

Nominal head (m)

Shut off head (min.) (m)

NPSHR (m)

NPSH safety margin (m)

Min. and max. efficiency (%)

Manufacturer

Manufacturer's type designation

Place of manufacture

Size of suction (mm)

Size of delivery (mm)

Nominal impeller diameter

Casing material

Impeller material

Casing wear ring material

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Max. noise level

Weight (kg)

Preventative measures to counteract surge pressures

Type

Equipment

(The necessary calculations and figures shall be submitted with the Tender)

Pump Motors

Manufacturer

Type of motor

Speed (rpm)

Insulation class

Frame size

Place of manufacture

Continuous maximum rating (kW)

No load current (A)

Full load current (A)

Maximum starting current with proposed starter (A)

Maximum torque (Nm)

Minimum torque with proposed starter (Nm)

Motor bearings - type

Motor heater - rating (W)

- voltage (V)

- current (A)

Power factor (uncorrected)

at 100% rated load

at 75% rated load

at 50% rated load

Power factor (corrected)

at 100% rated load

at 75% rated load

at 50% rated load

Capacitor rating (kVAr)

Enclosure class (IP)

Weight (kg)

Variable Speed Drive

Service factor

Type of speed controller

Type of adjustable speed drive

Minimum capacity

Type of construction

Complete Pump Set

Weight (kg)

Dimensions (mm)

Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Tender

Backwash Water Pumps Tag nos. 07 BP 11, 07 BP 21, 07 BP 31

Type of pump

Nominal capacity (l/s)

Nominal head (m)

Shut off head (min.) (m)

NPSHR (m)

NPSH safety margin (m)

Min. and max. efficiency (%)

Manufacturer

Manufacturer's type designation

Place of manufacture

Size of suction (mm)

Size of delivery (mm)

Nominal impeller diameter

Casing material

Impeller material

Casing wear ring material

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Max. noise level

Weight (kg)

(The necessary calculations and figures shall be submitted with the Tender)

Pump Motors

Manufacturer

Type of motor

Speed (rpm)

Insulation class

Frame size

Place of manufacture

Continuous maximum rating (kW)

No load current (A)
 Full load current (A)
 Maximum starting current with proposed starter (A)
 Maximum torque (Nm)
 Minimum torque with proposed starter (Nm)
 Motor bearings - type
 Motor heater - rating (W)
 - voltage (V)
 - current (A)
 Power factor (uncorrected)
 at 100% rated load
 at 75% rated load
 at 50% rated load
 Power factor (corrected)
 at 100% rated load
 at 75% rated load
 at 50% rated load
 Capacitor rating (kVAr)
 Enclosure class (IP)
 Weight (kg)

Complete Pump Set

Weight (kg)
 Dimensions (mm)

Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Tender

**Sample Pumps
 Tag nos. 06 SP 01**

Type of pump
 Nominal capacity (l/s)
 Nominal head (m)
 NPSHR (m)
 NPSH safety margin (m)
 Manufacturer

Manufacturer's type designation

Place of manufacture

Size of suction (mm)

Size of delivery (mm)

Nominal impeller diameter

Casing material

Impeller material

Casing wear ring material

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Weight (kg)

(The necessary calculations and figures shall be submitted with the Tender)

Pump Motors

Manufacturer

Type of motor

Speed (rpm)

Insulation class

Frame size

Place of manufacture

Continuous maximum rating (kW)

No load current (A)

Full load current (A)

Maximum starting current with proposed starter (A)

Maximum torque (Nm)

Minimum torque with proposed starter (Nm)

Motor bearings - type

Motor heater - rating (W)

- voltage (V)

- current (A)

Power factor (uncorrected)

at 100% rated load

at 75% rated load

at 50% rated load

Power factor (corrected)

at 100% rated load

at 75% rated load

at 50% rated load

Capacitor rating (kVAr)

Enclosure class (IP)

Weight (kg)

Complete Pump Set

Weight (kg)

Dimensions (mm)

Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Tender

Backwash Recovery Pumps Tag nos. 11 WP 11, 11 WP 21

Type of pump

Nominal capacity (l/s)

Nominal head (m)

NPSHR (m)

NPSH safety margin (m)

Manufacturer

Manufacturer's type designation

Place of manufacture

Size of delivery (mm)

Nominal impeller diameter

Casing material

Impeller material

Casing wear ring material

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Weight (kg)

(The necessary calculations and figures shall be submitted with the Tender)

Pump Motors

Manufacturer

Type of motor

Speed (rpm)

Insulation class

Frame size

Place of manufacture

Continuous maximum rating (kW)

No load current (A)

Full load current (A)

Maximum starting current with proposed starter (A)

Maximum torque (Nm)

Minimum torque with proposed starter (Nm)

Motor bearings - type

Motor heater - rating (W)

- voltage (V)

- current (A)

Power factor (uncorrected)

at 100% rated load

at 75% rated load

at 50% rated load

Power factor (corrected)

at 100% rated load

at 75% rated load

at 50% rated load

Capacitor rating (kVAr)

Enclosure class (IP)

Weight (kg)

Complete Pump Set

Weight (kg)

Dimensions (mm)

Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Tender

Booster Pumps

Tag nos.

320 BP 11, 320 BP 21

324 BP 31, 324 BP 41

318 BP 11, 318 BP 21

321 BP 11, 321 BP 21

324 BP 31, 324 BP 41

315 BP 11, 315 BP 21

324 BP 11, 324 BP 21

304 BP 11, 304 BP 21

Tenderer to complete schedules for each different pump size and capacity

Type of pump

Nominal capacity (l/s)

Nominal head (m)

Shut off head (min.) (m)

NPSHR (m)

NPSH safety margin (m)

Min. and max. efficiency (%)

Manufacturer

Manufacturer's type designation

Place of manufacture

Size of suction (mm)

Size of delivery (mm)

Nominal impeller diameter

Casing material

Impeller material

Casing wear ring material

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Max. noise level

Weight (kg)

(The necessary calculations and figures shall be submitted with the Tender)

Pump Motors

Manufacturer

Type of motor

Speed (rpm)

Insulation class

Frame size

Place of manufacture

Continuous maximum rating (kW)

No load current (A)

Full load current (A)

Maximum starting current with proposed starter (A)

Maximum torque (Nm)

Minimum torque with proposed starter (Nm)

Motor bearings - type

Motor heater - rating (W)

- voltage (V)

- current (A)

Power factor (uncorrected)

at 100% rated load

at 75% rated load

at 50% rated load

Power factor (corrected)

at 100% rated load

at 75% rated load

at 50% rated load

Capacitor rating (kVAr)

Enclosure class (IP)

Weight (kg)

Complete Pump Set

Weight (kg)

Dimensions (mm)

Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Tender

Air Blowers
Tag nos. 07 AB 11, 07 AB 21

Type of blower

Nominal capacity (m³/min)

(inlet capacity of air at 20°C and 1 atmosphere pressure)

Nominal water head (m)

Shut off head (min.) (m)

Min. and max. efficiency (%)

Manufacturer

Manufacturer's type designation

Place of manufacture

Size of suction (mm)

Size of delivery (mm)

Speed (rpm)

Casing material

Impeller material

Casing wear ring material

Shaft material

Shaft sleeve material

Type of seal

Class of flanges

Hydraulic test pressure (bar)

Speed (rpm)

Max. noise level

Weight (kg)

(The necessary calculations and figures shall be submitted with the Tender)

Blower Motors

Manufacturer

Type of motor

- Speed (rpm)
- Insulation class
- Frame size
- Place of manufacture
- Continuous maximum rating (kW)
- No load current (A)
- Full load current (A)
- Maximum starting current with proposed starter (A)
- Maximum torque (Nm)
- Minimum torque with proposed starter (Nm)
- Motor bearings - type
- Motor heater - rating (W)
 - voltage (V)
 - current (A)
- Power factor (uncorrected)
 - at 100% rated load
 - at 75% rated load
 - at 50% rated load
- Power factor (corrected)
 - at 100% rated load
 - at 75% rated load
 - at 50% rated load
- Capacitor rating (kVAr)
- Enclosure class (IP)
- Weight (kg)

Complete Blower Set

- Weight (kg)
- Dimensions (mm)

Valves

Valves

Manufacturer

Type

Size (mm)

Pressure Rating

Flange Class

Weight (kg)

Valves (Motor Driven)

Manufacturer (Valve)

Type (Valve)

Size (mm)

Pressure Rating

Flange Class

Manufacturer (Motor-Driven Operator)

Type (Motor-Driven Operator)

Continuous Maximum Rating-CMP (kW)

Permissive Torque (N-m)

Enclosure Class (IP)

Total Weight (kg)

Check (Non-return) Valves

Manufacturer

Type

Size (mm)

Pressure Rating

Flange Class

Weight (kg)

Pipework

Manufacturer
Material
Class of Pipe
Class of Flange
Flange Class
Pressure Rating (m head)
Pressure Test – at Factory
(m head) at Site
Type of Lining
Thickness of Lining
Fitting Class (Except Tees)
Tees

Gates

Manufacturer
Place of Manufacturer
Model
Type

Bridge Cranes

Manufacturer
Type
Lift (kg)
Span (m)
Length of Runway Gantry Beams (m)
Size of Runway of Gantry Beams (mm)
Height of Lift (m)
Make of Slings and Chains
Permissive Torque (N-m)

Hoists

Manufacturer
Type
Lift (kg)
Length o Runway Beams (m)
Height of Lift (m)
Make of Slings and Chains

Fine Screens
Tag Nos. 01 FS 11, 01 FS 21

Manufacturer
Place of Manufacturer
Model
Type

Sedimentation Basin Sludge Scrapers
Tag Nos. 06 SC 11, 06 SC 12, 06SC 21, 06 SC 22

Manufacturer
Place of Manufacturer
Model
Type
Scraping speed (m/s)
Return speed (m/s)

Filter Underdrains

Manufacturer
Place of Manufacturer
Model
Type

Chlorinators
Tag Nos. 10 CL 11, 10 CL 12, 10 CL 21, 10 CL 22

Manufacturer
Place of Manufacturer
Model
Type
Feed Range (kg/h)
Accuracy at Full Scale
Minimum Required Pressure of Injector (bar)
Solution Discharge Pressure from Injector (bar)
Weight (kg)

Weighing Machines (Cylinder Scale)
Tag Nos. 10 WD 01

Manufacturer
Place of Manufacturer
Model
Type
Weighing Range (kg)
Accuracy at Full Scale
Weight (kg)

Switchboard and Motor Control Centres

General

Manufacturer
Place of Manufacturer
Bus Bar Rate Current (A)
Short Time Current Rating (kA)
Overall Length (mm)
Overall Depth (mm)
Overall Height (mm)
Total Weight (kg)
No. of Cubicles
Dimensions of Largest Single Transportable Cubicle (mm)

Standby

Supply Air Break Switch
Manufacturer
Type of Switch
Rated Current (A)
Short Time Rated Current (kA)
Breaking Capacity (A)
Type of Interlocking

Incoming

Supply Circuit Breaker (Main Circuit)
Manufacturer
Type of Breaker
Type of Operating Mechanism
Rated Current (A)
Short Time Rated Current (kA)
Protection

Starter

Circuit Breaker

Manufacturer

Type of Breaker

Rated Current

Short Time Rated Current (kA)

Motor Starters

Manufacturer

Type of Starter

Operating Condition

Protection

Current Rating (A)

Time of Operation

Switches and Switch Fuses

Manufacturer

Type Designation

Rating

Standby Diesel Generator Set and Auxiliaries

Generator

Make & Model

Type

Output Rating (kVA)

Continuous Rating

Number of Phase

Rated Voltage (V)

Rated Current (A)

Rated Frequency (Hz)

Rated Speed (rpm)

Power Factor

Efficiency

Voltage Regulation

Excitation

Insulation

Engine

Make & Model

Type

Output Rating (kW)

Rated Speed (rpm)

Number of Cylinders

Grade of Fuel

Fuel Consumption

❖ Full Load (g/kWh)

❖ 3/4 FL (g/kWh)

❖ 1/2 FL (g/kWh)

Cooling System

Governor

Starting Motor (V-kW)

Type of Starting Battery (V-Ah)

Battery Charger (V-A)

Noise Level of Set at 1m Distance

Complete Set

Weight (kg)

Dimensions (mm)

Control Set

Manufacturer

AC Voltmeter

Voltmeter Changeover Switch

AC Ammeter

Ammeter Changeover Switch

Frequency Meter

Voltage Regulator

Rating of Moulded Case Circuit Breaker

Pilot Lamp

Engine Operating Panel

Manufacturer

Tacheometer with Hour Meter

Starter Switch

Speed Control Knob

Water Temperature Gauge

Oil Pressure Gauge

Charging Ammeter

Battery Switch

Preheat Indicator

Power Factor

Silencer

Manufacturer

Type

Performance

Daily Service Tank

Manufacturer

Capacity (L)

Thickness of Plate (mm)

Type of Support

Bulk Oil Storage

Manufacturer

Capacity

Thickness of Plate (mm)

Dimensions (mm)

Test Pressure

Type of Contents Gauge

Type of Electrical Earth

Fuel Transfer Pump

Manufacturer

Type

Size (mm)

Uninterrupted Power Supply Set**Rectifier/Charger**

Make & Model

Type

Rectifier System (VA)

Cooling System

Rating

Mode of Charging

AC Input

Phase

Frequency

Voltage

Input Power

Power Factor

Efficiency

DC Output

Voltage

Volt Regulation

Volt Adjustment

Current

Dropping Current

Inverter

Make & Model

Type

Inverter System

Cooling System

Rating

By-Pass Input

Phase

Frequency

Voltage

DC Input Voltage

AC Output

Phase

Frequency

Voltage

Voltage Adjustment

Capacity

Battery

Type

AH

Cell Number

Instrument Panel

General

Manufacturer

Overall Dimensions (mm)

Length (mm)

Width (mm)

Height (mm)

Weight (kg)

Indicating Instruments (Level)

Manufacturer

Model No.

Type of Instrument

Descriptive Literature

Range of Instrument

Accuracy

IntegratorManufacturer

Type

Model No.

Number of Digits

Voltage Stabilizer

Manufacturer

Type

Voltage Range

Voltage Switches (Trip Amplifier)

Manufacturer

Type of Starter

Model Number

Rating

Alarm Annunciator

Manufacturer

Type

No. of Windows

Level Measurement Equipment

Manufacturer

Type

Model Number

Range

Descriptive Literature References

Flow Meters

Manufacturer

Type

Description

Accuracy

Diameter (mm)

Flow/ Range (l/s)

Head Loss at Max. Flow (m)

Installation Requirement

Technical Schedule C

Performance Data

The schedules below, with any blank spaces having been completed by the Contractor when tendering, sets out the performance figures to be attained by the Plant and the data necessary to calculate the performance achieved.

Performance figures marked with an asterisk (*) or otherwise expressly indicated, are warranted by the Contractor and failure to achieve any such figure shall be a breach of warranty which shall be corrected by the Contractor.

Guaranteed Pump Performance Figures.

Apply to each Pump unless stated otherwise.

Item	Unit	Case of Operation					
		(a)	(b)	(c)	(d)	(e)	(f)
1. No. of Pumps Running	No.						
2. Station Output	l/s						
3. Pump Output Each	l/s						
4. Static Head	m						
5. Expecting Plant Losses (Including Velocity Head)	m						
6. Total Head (4+5)	m						
7. Pump Output – Liquid	kW						
8. Pump Efficiency	%						
9. Power Into Pump (Power Out of Motor)	kW						
10. Motor Efficiency	%						
11. Overall Efficiency	%						
12. Power Consumption	kW						
13. Speed (Motor)	rpm						
14. Power Factor Corrected	%						

Technical Schedule D

Miscellaneous Data

Luminaries

The Contractor shall list at the time of tendering the number and type of all interior and exterior Luminaries to be provided. Prices for each fitting shall also be given.

Type of Fitting	No.	Unit Price
-----------------	-----	------------

**FORM
OF
AGREEMENT**

FORM OF AGREEMENT

This **Agreement** is made the day of, 2002 between National Water Supply and Drainage Board, Ratmalana, Sri Lanka (hereinafter called the ‘Employer’) of the one part and of (hereinafter called the “Contractor” of the other part, **Whereas** the Employer is desirous that certain Works should be executed by the Contractor, viz. Greater Kandy Water Supply Augmentation Project, Contract No. GK/JBIC/04, Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, and has accepted a Tender by the Contractor for 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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Letter of Acceptance;
 - b) The said Tender;
 - c) The Instructions to Tenderers
 - d) The Conditions of Contract (Parts I and II);
 - e) Addenda Nos.....;
 - f) The Specification;
 - g) The Drawings; and
 - h) The Bill of Quantities, its Preamble and Dayworks Schedule.
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 therein 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 hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

.....
EMPLOYER

.....
CONTRACTOR

The Common Seal of

Was hereunto affixed in the presence of:

.....
WITNESSES

.....
WITNESSES

Signature:

Signature:

Name :

Name :

Position:

Position:

Signature:

Signature:

Name :

Name :

Position:

Position:

or

SIGNED on behalf of the said

.....
EMPLOYER

.....
CONTRACTOR

Signature:

Signature:

Name :

Name :

Position:

Position:

WITNESSES

WITNESSES.....

Signature:

Signature:

Name :

Name :

Position:

Position:

Signature:

Signature:

Name :

Name :

Position:

Position:

**CONDITIONS
OF
CONTRACT**

(Part I-General Conditions of Contract as published by
FIDIC 4th Edition, Reprinted in 1992)

**CONDITIONS
OF
PARTICULAR APPLICATION**

(Part II-Condition of Particular Application)

PART II – CONDITIONS OF PARTICULAR APPLICATION

[(The General Conditions Part I (FIDIC – Fourth Edition 1987 – reprinted in 1988 and 1992 with amendments) and these Conditions of Particular Application of Part II together comprise the conditions governing the rights and obligations of the parties)]

Clause 1

- | | |
|--------------------|---|
| Definitions | <p>1.1 (a) (i) The Employer is the National Water Supply and Drainage Board.</p> <p style="padding-left: 40px;">(iv) The Engineer is the General Manager for the time being of the National Water Supply and Drainage Board.</p> <p>(b) (i) “Contract” means in addition to what is stated in Part I, the Instructions to Tenderers.</p> |
|--------------------|---|

Clause 4

- | | |
|------------------------|--|
| Sub-contracting | <p>4.1 Omit the first 7 lines and substitute:
The Contractor shall not subcontract more than 15 percent of the work unless, in his pre-qualification documents, he stated that he would subcontract up to 50 percent of the work and submitted the name and other details, and the subcontractor also submitted pre-qualification forms attached to those of the Contractor. The subcontractor so named in these Tender documents, regardless of the percentage work to be performed by the Contractor may not be changed without approval of the Employer and no additional time will be allowed for any approved alternative subcontractors. In cases where the Engineer has approved the use of an alternative subcontractor and the proposed subcontractor is a local contractor, the Contractor shall employ only a subcontractor having a valid National Registration Certificate from the Institute for Construction Training Development of Sri Lanka, for executing work, the value of which is in excess of the estimated value of the subcontract works, and who possesses the skill and experience to execute the subcontract works. Prior to granting consent, the Engineer shall be entitled to call for all relevant particulars relating to the proposed sub-contractor from the Contractor in order to reasonably satisfy himself of the proposed sub-contractors capability, including language capabilities. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts defaults or neglects of the Contractor, his agents, servants or workmen.</p> |
|------------------------|--|

Clause 5

- | | |
|---------------------------|---|
| Language/s and Law | <p>5.1 (a) The Language is English.
(b) The Law is that in force in Sri Lanka.</p> |
| Priority of | <p>5.2 Delete the documents listed 1-6 and substitute</p> |

Contract Documents

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance
- (3) The Tender;
- (4) The Instructions to Tenderers;
- (5) The Conditions of Contract Part II – Conditions of Particular Application;
- (6) The Conditions of Contract Part I – General Conditions
- (7) The Particular Specifications;
- (8) The Standard Specifications;
- (9) The Drawings; and
- (10) The Priced Bill of Quantities

Variation orders, supplementary agreements and approved revisions to Drawings and Specifications shall take precedence over the above documents. Detailed drawings and shop drawings approved by the Employer shall take precedence over general drawings.

Clause 8**Contractor's General Responsibilities**

- 8.1** Delete second sentence and substitute:
The Contractor shall promptly notify the Employer and the Engineer of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.

Land Temporarily Required for Works

- 8.3** Add the following Sub-clauses:
The Contractor shall from time to time provide at his own cost any additional areas of land which he may temporarily require as working areas or for the storage of materials, plant and Contractor's equipment to be used in the Works. Such areas shall be provided with the approval of the Engineer and shall be deemed to form part of the site.

Clause 9**Contract Agreement**

- 9.1** Add second sentence as follows:
Stamp duty on the Contract Agreement shall be payable by the Contractor.

Clause 10**Performance Security**

- 10.1** Delete the text of the Sub-clause and substitute:
The Contractor shall obtain and provide to the Employer within 28 days after the receipt of the Letter of Acceptance, a performance security for his proper performance of the Contract, in the sum of stated in the Appendix to Tender. When providing such security to the Employer, the Contractor shall also notify the Engineer. Such security shall be in the form annexed to this document. The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor. The security shall be denominated in the types and proportions of currencies stated in the Appendix to Tender.

Claims Under Performance Security

- 10.3** Delete the text of the Sub-clause

Source of Performance Security	10.4 Add the following Sub-clause: The Performance security, submitted by Contractor in accordance with Sub-Clause 10.1, shall be furnished by a recognized Bank operating in Sri Lanka or a foreign bank through a correspondence bank located in Sri Lanka approved by the Central Bank of Sri Lanka and acceptable to the Employer.
	Clause 11
Access of Data	Add the following to Clause 11: 11.2 Data made available by the Employer in accordance with Sub Clause 11.1 shall be deemed to include data listed elsewhere in the Contract as open for inspection at Project Director’s Office in Kandy.
	Clause 14
Programme to be Submitted	14.1 The time to within which the programme shall be submitted is 28 days. And add following sentence; The Contractor shall whenever required by the Engineer, provide for the information of the Engineer a list of the Contractors equipment which he intends to use on the works from time to time and information on the ownership of such equipment.
Cash Flow Estimate to be Submitted	14.3 On line three delete “quarterly” and substitute “monthly”. The time within which the detailed cash flow shall be submitted is 28 days.
Contractor not Relieved of Duties or Responsibilities	14.4 Add following sentence The submission of the programme as per Clause 14.1 is preceding the First Interim payment.
	Clause 15
Language Ability of Contractor’s Representative	15.2 The Contractor’s authorized representative shall be fluent in speaking, reading and writing English.
	Clause 16
Engineer at Liberty to Object	16.2 Add the following: No person other than the Employees of the Contractor and his sub-contractors shall be allowed on the site except with the consent of the Engineer.
Language Ability of Superintending Staff	16.3 Add the following Sub-clause: A reasonable proportion of the Contractor’s supervision staff shall have a working knowledge of English or the Contractor shall have available on Site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.
Employment of	16.4 Add the following Sub-clause:

Local Personnel		The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Sri Lanka.
		Clause 19
Safety, Security and Protection of the Environment	19.1	Add the following Sub-Clause 19.1 (d): (d) comply with all provisions in the loan agreement between JBIC and the Employer with respect to the protection of the environment.
		Clause 20
Employer's Risks	20.4	In the first line after "The Employer's risks are"; Insert "within the territory of Sri Lanka" Delete paragraph (h) and substitute: (h) loss or damage due to earthquakes, cyclones and landslides.
		Clause 21
Insurance of Works and Contractor's Equipment	21.1	Add final sentence as follows: The insurance in paragraphs (a) and (b) shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damages incurred.
Scope of Cover	21.2	Para (a) of Sub- Clause 21.2 is amended by deletion of the words "from the start of work at the Site" and by the substitution thereof of the words "from the first working day after the Commencement Date".
		Clause 25
Evidence and Terms of Insurances	25.1	Sub-Clause 25.1 is amended by inserting the words "as soon as practicable after the respective insurances have been taken out but in any case" before the words "prior to the start of work at the Site". In the last sentence, delete the word "insurers" and substitute "an insurance company located in Sri Lanka and acceptable to the Engineer."
		Clause 28
Royalties	28.2	Add second sentence as follows: The Contractor shall also be liable for all payments or compensation, if any, levied in relation to the dumping of part or all of any such materials.
		Clause 34
Engagement of Staff and Labour	34.1	Add at end of Sub-clause 34.1: The Contractor shall as far as possible, employ Sri Lankan staff and labour with necessary qualifications and experience.
Works and Residence Permits	34.2	Add the following Sub-clause : The Contractor shall be responsible for making all arrangements for and shall bear all costs relating to the obtaining of all necessary visas, permits, documents and other official permits for the movement of

staff or labour from place to place and from one country to another as may be necessary in connection with the execution of the Contract.

The Employer will assist the Contractor, in obtaining permits for personnel employed by the contractor and approved by the Employer to work on the Contract. The Employer will also assist the Contractor in obtaining the necessary residence permits for the above named employees' dependants.

- | | | |
|---|-------------|---|
| Rates of Wages and Conditions of Labour | 34.3 | Wages, hours of work and conditions of employment shall be not less favorable than those prescribed for the time being by the Wages Board Ordinance of Sri Lanka and the Contractor shall be bound by the said Wages Board Ordinance concerning his staff and labour of any kind whatsoever. |
| Employment of Persons in the Service of Others | 34.4 | The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of the Employer or the Engineer. |
| Repatriation of Labour | 34.5 | The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of all such persons as he recruited and employed for the purpose of or in connection with the Contract and shall maintain such persons as are to be so returned in a suitable manner until they shall have left the Site or, in the case of persons who are not nationals of and have been recruited outside Sri Lanka, shall have left Sri Lanka. |
| Housing for Labour | 34.6 | Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purpose of or in connection with the Contract, including all fencing, water supply (both for drinking and other purpose), electricity supply, sanitation, cookhouses, fire prevention and fire-fighting equipment, air conditioning, cookers, refrigerators, furniture and other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps/housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer. |
| Accident Prevention Officer; Accidents | 34.7 | The Contractor shall have on his staff at the Site an officer dealing only with questions regarding the safety and protection against accidents of all staff and labour. This officer shall be qualified for this work and shall have the authority to issue instructions on the work sites and shall take protective measures to prevent accidents. |
| Health and Safety | 34.8 | Due Precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance service are available at the camps, housing and on the Site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements. |

- Measures Against Insect and Pest Nuisance** **34.9** The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by the Engineer. The Contractor shall warn his staff and labour of the dangers of bilharzias and wild animals.
- Epidemics** **34.10** In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
- Burial of the Dead** **34.11** The Contractor shall make all necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in Sri Lanka. The Contractor shall also be responsible, to the extent required by the local regulations, for making any arrangements with regard to burial of any of his local employees who may die while engaged upon the Works.
- Supply of Water** **34.12** The Contractor shall provide on the Site an adequate supply of drinking and other water for the use of his staff and labour.
- Alcoholic Liquor or Drugs** **34.13** 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 Subcontractors, agents, staff of labour.
- Arms and Ammunition** **34.14** 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.
- Festivals and Religious Customs** **34.15** The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs.
- Disorderly Conduct** **34.16** The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

Clause 35

- Records of** **35.1** Add the following:

Safety and Health		The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.
Reporting of Accidents	35.2	Add the following Sub-clause: The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
		Clause 41
Definition of the Commencement of the Works	41.2	Add the following Sub-clause: For the purposes of Sub-Clause 63.1 (b) (i), the Works shall be deemed to have been commenced when: <ul style="list-style-type: none"> (a) the approved and authorized representative of the Contractor is resident on or near the Site and is giving his whole time to the superintendence of the Works, (b) the Contractor has an established office on or near the Site, (c) Contractor's Equipment has been brought onto the Site and the execution of the Works has commenced. <p>Unless otherwise agreed by the Engineer the Works shall be commenced as defined in (a), (b) and (c) above within the time stated in the Appendix to Tender.</p>
		Clause 42
Possession of Site and Access Thereto	42.1	(c) amend item (c) to read as follows: (c) So much of the site, comprising the work sites in the ownership of the Employer in the first instance and following procedures for obtaining permission to work as defined herein, the public roads and highways, and
		Clause 45
Restriction on Working Hours	45.1	The locally recognized days of rest shall be Sundays, Full Moon Poya days and Mercantile Holidays.
		Clause 48
Employer's Use of the Works	48.5	Add the following Sub-clause: If by reason of any default on the part of the Contractor a Taking-Over Certificate in respect of the Works or Section of the Works has not been issued by the date fixed by the Contract for completion of the Works or Section of the Works, the Employer shall be at liberty to use the Works or Section of the Works or any portion thereof in respect of which a Taking-Over Certificate has been withheld, provided that the Contractor shall be afforded reasonable opportunity for taking such steps as may be necessary to permit the issue of a Taking-Over Certificate. Not less than seven days before the Employer makes use of the Works or Section of the Works or any portion thereof as aforesaid in respect of which a Taking-Over Certificate has been withheld, the Engineer shall give the Contractor written notice of the Employer's intention to

make use of the same.

Clause 52

Valuation of Variations	52.1	Add final Sentence as follows: The agreement, fixing or determination of any rates or prices as aforesaid shall include any foreign currency and the proportion thereof.
Power of Engineer to Fix Rates	52.2	Add to first paragraph final sentence as follows: The Agreement or fixing of any rates or prices as aforesaid shall include any foreign currency and the proportion thereof. At the end of the first paragraph add: Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless such item accounts for an amount more than two (2) per cent of the Contract Price, and the actual quantity of work executed under the item exceeds or falls short of the quantity set out in the Bill of Quantities by more than 20 per cent.
		Clause 60
Monthly Statement	60.1	Delete paragraph (c).
Payment of Retention Money	60.3	Replace in para (a) “one half of the retention money” by “full amount of retention money of a bank guarantee acceptance to the Employer for the one half of the retention amount” Add final sentence to paragraph (a): The submission of “As Built Drawings” and “Operating and Maintenance Manuals” in the form acceptable to the Engineer required by the Contract, shall be a condition precedent to the payment of any Retention Money. Replace in para (b) “the other half of the retention money shall be certified by the Engineer for payment to the Contractor” by “the bank guarantee referred to in close 60.3 (a) would be released to the Contractor upon the certification by the Engineer provided the Contractor furnishes a bank guarantee acceptable to the Employer as the case may be”. Delete in para (b) 10 th row “the balance of”
Time for Payment	60.10	Replace “within 28 days” by “within 45 days”
Currency of Account and Rates of Exchange	60.11	Add the following: The currency of account shall be the Sri Lanka Rupee.
Payments to Contractor	60.12	All payment to the Contractor by the Employer shall be made in Sri Lanka Rupees and in Japanese Yen, and

- (a) in the case of payments under Sub-Clause 70.2 in Sri Lanka Rupees.

Payments to Employer

60.13 All payments to the Employer by the Contractor including payments made by way of deduction or set-off shall be made:

- (a) in the case of credits under Sub-Clause 70.2 in Sri Lanka Rupees.
 (b) in the case of liquidated damages under Clause 47, in Sri Lanka Rupees.
 (c) in the case of reimbursement of any sum previously expended by the Employer, in the currency in which the sum was expended by the Employer.
 (d) in any other case, in such currency as may be agreed.

If the part payable in a particular currency of any sum payable to the Contractor is wholly or partly insufficient to satisfy by way of deduction or set-off a payment due to the Employer in that currency, in accordance with the provision of this Sub-Clause, then the Employer may if he so desires make such deduction or set-off wholly or partly as the case may be from the balance of such sum payable in other currencies.

Advance Payment

60.14 An advance payment not exceeding 20 per cent of the sum stated in the Letter of Acceptance less Provisional Sums and contingencies shall be certified by the Engineer for payment to the Contractor for execution of the agreement and presentation by the Contractor to the Employer of :

- 1) An approved performance security in accordance with Sub-Clause 10.1;
- 2) 2) A Bank Guarantee from a recognized Bank approved by the Employer in accordance with the format of Annex 2 for the full value of the advance payment in the appropriate currencies. The Advance Guarantee may be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates of the Engineer issued in accordance with Sub-Clause 60.2.

The advance payment shall not be subject to retention. The advance payment shall be repaid by way of reduction in Interim payment certificates commencing with third monthly interim payment certificate or the next Certificate issued after the total certified value of Payment Works and any other items in the bill of Quantities less value certified under provisional sums (excluding the deductions of retention) exceeds 25 percent of the sum stated in the Letter of Acceptance less Provisional sums whichever happens earlier.

The amount of reduction in each Interim Payment Certificate shall be proportional to the difference between the total value of Payment Works and any other items in the Bill of Quantities (excluding the deduction of retention) less amounts under provisional Sums due for certification in such Interim payment Certificate and the corresponding value in the last preceding Interim Payment Certificate such that the advance payment shall be repaid in full when the total said certified value reaches 90 percent of the sum stated in the letter of acceptance less provisional sums & contingencies. Provided that upon the issue of

a Taking-Over Certificate for the whole of the works or upon the happening of any of the events specified in Sub-Clause 63.1 or termination under Clauses 65, 66 or 69 the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.

- Method of Payment** **60.15** (a) Payments due to the Contractor in Sri Lanka Rupees will be made direct to the Contractor by the Employer.
- (b) Payments due to the Contractor in Japanese Yen will be made to the Contractor from the Japan Bank for International Cooperation (JBIC) with its commitment procedure without prejudice to the Employer's absolute obligation to make such payments in the event that JBIC for any reason in its absolute discretion declines to make such disbursement.

The relevant JBIC commitment procedure comprises the opening of an irrevocable Letter of Credit by the Employer in favor of the Contractor through the Japanese Bank nominated by JBIC.

Payments will be made to the Contractor by the said Japanese Bank on Presentation of Payment Certificates along with statement of performance (issued by the Employer) & beneficiary statement (Ref. Annex 4) duly authorized from time to time by the Employer following concurrence of JBIC. Commitment procedure is given in Annex 5.

- Advance for Imports of Eligible Materials** **60.16** The Contractor may include advances in respect of materials in the BoQ for supply (DI pipes & fittings, valves & equipment) to be imported by the Contractor under the terms of irrevocable Letters of Credit established by the Contractor in the monthly statements issued in accordance with Clause 60.1 subject to the conditions below. The Engineer shall include such amounts with the amounts certified for payment in accordance with Clause 60.2. The Conditions are as follows:
- (a) Materials will be deemed eligible if they are new, in accordance with the specification and relevant drawings or approved drawings as the case may be, in compliance with the Contract requirements as to origin, and intended for incorporation in the Permanent Works.
- (b) Such advances shall be paid in Japanese Yen and secured by repayment guarantees in Japanese Yen issued by a bank acceptable to the Employer in the form indicated in Annex 2, and on terms described below.
- (c) For the payment of such advances, the Contractor should submit Contractor's invoice for the said items in the shipping documents at the rates as per the BOQ in the format of interim invoice.
- (d) Fifty (50) percent of the total value of foreign component in the above invoice shall be paid on delivery, FOB, against shipping documents and an acceptable repayment guarantee and twenty (20) percent shall be paid on delivery to Site.
- (e) Such advances shall be repaid by reduction of interim certificates by the portion of the advance applicable to materials incorporated in the Permanent works or otherwise valued for payment in the said interim certificates.
- (f) The balance of any such advances outstanding shall immediately

become due and payable by the Contractor to the Employer in the event of:

- (i) issue of Taking Over Certificate for the whole of the works
- (ii) the happening of any of the specified in Clause 63.1
- (iii) termination under Clauses 65, 66 or 69

**Payment for
Road
Reinstatement**

60.17 Regarding the roads under the responsibility of the Roads Development Authority (RDA roads), Provincial Roads Development Authority (PRDA roads) and the Local Authorities (PS roads), the Contractor shall be paid by the Employer based on the rates he has entered against the relevant items in the BOQ for the permanent pavement and/or reinstatement work completed by the Contractor only on completion of work in each road and upon successful final handover of the said road to the relevant authority.

If the relevant authority opts to carry out any repair of the reinstated work within the defects liability period of the Contract, and claim the repair cost from the Employer, the said amount will be recovered from the retention money of the Contractor.

Clause 67

Delete the text of the Clause and substitute:

**Dispute
Adjudication
Board**

67.1

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the dispute shall initially be referred in writing to the Dispute Adjudication Board ("the Board") for its decision. Such reference shall state that it is made under this Sub-Clause.

Unless the member or members of the Board have been previously mutually agreed by the parties and named in the Contract, the parties shall, within 28 days of the Commencement Date, jointly ensure the appointment of the Board. The Board shall comprise suitably qualified persons as members, the number of members being either one or three, as stated in the Appendix to Tender. If the Board is to comprise three members, each party shall nominate one member for the approval of the other party, and the parties shall mutually agree upon and appoint the third member (who shall act as chairman).

The terms of appointment of the Board shall:

- (a) incorporate the model terms therefor and procedural rules of the Dispute Adjudication Board published by the FIDIC, included in Annex 6 and 7, as they may have been amended by the parties,
- (b) require each member of the Board to be, and to remain throughout his appointment, independent of the parties,
- (c) require the Board to act impartially and in accordance with the Contract, and
- (d) include undertakings by the parties (to each other and to the Board) that the member of the Board shall in no circumstances be liable for anything done or omitted in the

discharge of their functions unless the act or omission is shown to have been in bad faith; the parties shall indemnify the members against such claims.

The terms of remuneration of each member of the Board, including the remuneration of any expert from whom the Board may seek advice, shall mutually agreed upon by the Employer, the Contractor and each member of the Board when agreeing the terms of appointment. In the event of disagreement, the remuneration of each member shall include a daily fee in accordance with the daily fee established from time to time for arbitrators under the administrative and financial regulations of the International Centre for Settlement of Investment Disputes, a retainer fee per calendar month equivalent to three times such daily fee and reimbursement for reasonable expenses. The Employer and the Contractor shall each be responsible for paying one-half of the Board's remuneration.

The appointment of any member of the Board may be terminated (other than on a member's own initiative) only by mutual agreement of the Employer and the Contractor. The appointment of each member of the Board shall expire when the discharge referred to in Sub-Clause 60.7 shall have become effective, or at such time as the parties may mutually agree.

If at any time the parties so agree, they may appoint a suitably qualified person or persons to replace (or to be available to replace) any or all members of the Board. Unless the parties agree otherwise, the appointment will come into effect if a member of the Board declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. If any of such circumstances should occur and no such replacement is available, the member shall be replaced in the same manner as such member was nominated or agreed upon.

If any of the following conditions apply, namely:

- (a) either party fails to nominate a member (acceptable to the other party), for a Board of three members, within 28 days of the Commencement Date,
- (b) the parties fail to agree upon the appointment of the third member (to act as the chairman) for a Board of three members within 28 days of the Commencement Date, or
- (c) the parties fail to agree upon the appointment of a replacement member of the Board within 28 days of the date on which a member of the Board declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the appointing body or official named in the Appendix to Tender shall, after due consultation with the parties, appoint such member of the Board, and such appointment shall be final and conclusive.

**Procedure for
Obtaining the**

67.2

When in accordance with Sub-Clause 67.1 a dispute is referred

**Board's
Decision**

by one party to the Board, a copy of such reference shall be sent by that party to the other party and (for information) to the Engineer. The parties shall promptly make available to the Board all such additional information, further access to the Site, and appropriate facilities, as the Board may require for the purposes of rendering a decision.

The Board shall have full power, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the Board's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) take the initiative in ascertaining the facts and matters required for a decision,
- (d) make use of its own specialist knowledge, if any,
- (e) decide upon the payment of interest in accordance with the Contract,
- (f) decide to grant provisional relief such as interim or conservatory measures, and
- (g) open up, review and revise any opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.

No later than the eighty-fourth day after the day on which it received such reference, the Board, acting as a panel of expert(s) and not as arbitrators), shall give notice of its decision, to the parties and (for information) to the Engineer. Such decision, which shall be reasoned, shall state that it is given under this Sub-Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence, and the Contractor and the Employer, as well as the Engineer, shall give effect forthwith to every decision of the Board, unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either party is dissatisfied with the Board's decision, then either party, on or before the twenty-eighth day after the day on which it received notice of such decision, may notify the other party and (for information) the Engineer of its dissatisfaction. In either event, such notice of dissatisfaction shall state that it is given under this Sub-Clause, and set out the matter in dispute and the reason(s) for dissatisfaction. Subject to Sub-Clauses 67.5 and 67.6, no arbitration in respect of such dispute may be commenced unless such notice is given.

If the Board has given notice of its decision as to a matter in dispute to the Employer, the Contractor and the Engineer, and no notice of dissatisfaction has been given by either party on or before the twenty-eighth day after the day on which the parties received the Board's decision, then the Board's decision shall become final and binding upon the Employer and the Contractor.

Amicable 67.3

Where notice of dissatisfaction has been given under Sub-Clause

- Settlement** 67.2, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that unless the parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.
- Arbitration** **67.4** Any dispute in respect of which:
 (a) the decision, if any, of the Board has not become final and binding pursuant to Sub-Clause 67.2, and
 (b) amicable settlement has not been reached,
 shall be settled, unless otherwise specified in the Contract, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under such Rules. The arbitrator(s) shall have full power to open up, review and revise any decision of the Board, as well as any opinion, instruction, determination, certificate or valuation of the Engineer, related to the dispute.
- Neither party shall be limited in the proceedings before such arbitrators), to the evidence or arguments previously put before the Board to obtain its decision.
- Arbitration may be commenced prior to or after completion of the Works. Any decision of the Board shall be admissible in evidence in the arbitration. The obligations of the parties, the Engineer and the Board shall not be altered by reason of the arbitration being conducted during the progress of the Works.
- Failure to Comply with the Board's Decision** **67.5** Where neither party has given notice of dissatisfaction within the period in Sub-Clause 67.2 and the Board's related decision, if any, has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 67.4. The provisions of Sub-Clauses 67.2 and 67.3 shall not apply to any such reference.
- Expiry of the Board's Appointment** **67.6** When the appointment of the members of the Board, including any replacements, has either been terminated or expired, any such dispute referred to in Sub-Clause 67.2 shall be finally settled by arbitration pursuant to Sub-Clause 67.4. The provisions of Sub-Clauses 67.2 and 67.3 shall not apply to any such reference.
- Clause 68**
- Notice to Employer and Engineer** **68.2** For the purpose of Sub-clause the respective addresses of both the Employer and the Engineer are:
 National Water Supply & Drainage Board, Galle Road,
 Ratmalana, Sri Lanka.

Clause 69

Default of Employer	69.1 Delete paragraph (c) and (d).
Payment on Termination	69.3 Delete from “but, in addition to the payments specified...” to the end of the sub-clause.
Clause 70	
Increase or Decrease in Cost	70.1 Delete the text of the Sub-clause and substitute: The rates and prices in the Contract in foreign currency shall remain fixed and no increase or decrease of cost shall be applied, for the period of Contract.

After the period 365 days reckoned from the date of commencement of contract and until the expiry of the Time for Completion (or extended time pursuant to Clause 44) adjustments to the local currency element (Sri Lanka Rupees) only of the Contract Price shall be calculated for each monthly statement pursuant to Sub-clause 60.1, the Statement at Completion pursuant to Sub-clause 60.5 and the final Statement pursuant to Sub-Clause 60.6 in accordance with the provisions of this Sub-clause only for increase or decreases in prices of certain specific items as detailed in the following Sub-clauses.

No price variation is allowed in respect of the foreign component & the duty component of the cost of this contract. Also provisional sums and any amounts of variations or other items of work which are based on current prices will not be considered for price variation. Price variation in the local component (excluding duty component for supply of pipes, valves, specials etc.) due to increase or decrease in price of cement, steel, fuel and increase or decrease in labour wages will be allowed as indicated below:

Tenderer/Contractor should submit the price lists (Ex-factory prices in Sri Lanka in Rupees) for cement and steel (which he intends to use/used in the works and must be according to the standards defined in the specification) from a reputed manufacturer/agent in Sri Lanka with the tender and subsequently.

(1) Cement

Increase or decrease in contract price I_{cn} in the n^{th} month after the period of 365 days reckoned from the date of commencement of contract due to variation in on the price of cement is given by

$$I_{cn} = (a_n + b_n + \dots) (C_n - C_0)$$

Whereas a_n, b_n, \dots are the number of 50 kg bags of cement used for the items of concrete in structures measured separately in the BOQ in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract. Quantity of cement should be calculated as per the mix design approved by the Engineer for relevant grade of concrete in the BOQ.

C_0 and C_n are the Cement prices of one bag (50 kg) of cement at a date one month before the closing of tender and in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract respectively.

(2) Steel Reinforcement

Increase or decrease in the contract price I_{sn} in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract due to variation in price of steel is given by:

$$I_{sn} = 1.10 \times D_n \times (S_n - S_0)$$

Where D_n is the weight of steel in metric tones incorporated in the works and measured separately in the BOQ in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract.

S_0 and S_n are the wholesale prices of one metric ton of 20 mm diameter Steel at a date one month before the closing date of tenders and in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract respectively.

(3) Fuel

Increase or decrease in the contract price I_{fn} in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract due to variation in price of fuel given by:

$$I_{fn} = 0.03 \times E_n \times (F_n - F_0) / F_0$$

Where E_n is the effective value of work in respect of the monthly statement “n”. “Effective value” shall mean the difference between: The local component (excluding duty component) of the amount on the Interim Payment Certificate for work referred to in Sub-clauses 60.1 (a) and (b) for the n^{th} month less provisional sums and any amounts of variations or other items of work which are based on current prices and: the corresponding amount on the last preceding Interim Payment Certificate.

F_0 and F_n are the fuel index at a date one month before the closing date of tenders and in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract respectively. “Fuel Index” shall mean the index calculated by the formula.

$$\text{Fuel Index} = 80 \times (\text{price of diesel/ litre}) + 20 \times (\text{price of petrol/ litre})$$

Where the prices shall be as fixed by the Ceylon Petroleum Co-operation.

(4) Labour

Increase or decrease in the contract price I_{ln} in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract due to increase in labour wages is given by:

$$I_n = 0.35 \times E_n \times (L_n - L_0) / L_0$$

Where E_n is as defined in (3) above.

L_0 and L_n are the labour index defined below at a date one month before the closing date of tender and in the n^{th} month after the period of 365 days reckoned from the date of the commencement of the contract respectively.

$$\begin{aligned} \text{Labour} = & 0.70 \times \text{unskilled labour wages} \\ & + 0.20 \text{ semi-skilled labour wages} \\ & + 0.10 \text{ skilled labour wages} \end{aligned}$$

Labour wage specified is the wage allowed under the Wages Board ordinance and published in the Sri Lanka Government Labour Gazette. The Contractor should submit documentary evidence to the Engineer to substantiate the variation in price or wage of the items mentioned above to claim price variation.

Clause 72

- | | |
|-----------------------------|---|
| Currency Proportions | 72.2 Delete the words from “Prevailing” to the end of the sentence and substitute “Stated in the Appendix to Tender” |
|-----------------------------|---|

Clause 73

- | | |
|--------------------------------|---|
| No Exemption from Taxes | 73.1 Neither the Contractor nor his employees will be exempt from paying any tax required to be paid by the law of Sri Lanka. The Contractor is deemed to have informed himself in this respect and to have made due allowance in the rates and prices in the Contract in respect of taxes payable by him and of duties imposed on him by the laws of Sri Lanka. |
| Other Taxes etc. | 73.2 The Employer shall not be liable to pay the Contractor any sums in respect of import duty, import license fee, sales tax, industrial training levy, stamp duty and taxes of any sort, the cost of which shall be deemed to be included in the rates and prices in the Contract. |

Clause 74

- | | |
|-----------------------------------|---|
| Declaration against Waiver | 74.1 The condonation by the Employer of any breach or breaches by the Contractor or an authorized Subcontractor of any of the stipulations and conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of the Employer’s rights, powers and remedies under the Contract or otherwise in respect of any other breach or breaches as aforesaid. |
|-----------------------------------|---|

Clause 75

- | | |
|-----------------------------------|---|
| Engineer not an Arbitrator | 75.1 In measuring, valuing, deciding or certifying, the Engineer is intended to act not as an arbitrator nor as an amiable compositor but as any engineer acts by his skill and from his knowledge of the facts and incidents connected with the Contract. |
|-----------------------------------|---|

Clause 76

- Member of Government etc. –not Personally Liable**
- 76.1** So far as the applicable law permits, no member or office of the Government or of the Employer or of the Engineer or of the Engineer’s Representative or anyone of their respective staff or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

Clause 77

- Tender Security**
- 77.1** In the event of the Contractor failing to execute a Contract Agreement as required by Sub-clause 9.1 within 28 days after being required so to do by the Employer in writing or to furnish a performance security in accordance with Clause 10 then the Employer shall be entitled to demand payment under the tender security provided by the Contractor at the time of tendering and the Employer shall be entitled (but not obliged) by notice in writing to withdraw his acceptance of the Tender and such acceptance if so withdrawn shall thereupon be void and as though it had never been given and the Contractor shall have no claim against the Employer whether for damages specific performance or otherwise in respect of such acceptance or withdrawal.

Clause 78

- Contractor’s Responsibilities**
- 78.1** With regard to work in roads and highways the Contractor shall be responsible for:
- (a) Compliance with the safety requirements of all relevant authorities to ensure the convenience and safety of the general public using the roads and highways, and for the safety of the roads from damage arising from causes incidental to the Contractor’s defined excavations therein, and compliance with the specification.
 - (b) Obtaining permission to enter roads or highways for the purpose of carrying out his work as defined hereunder.
- Directions of Road Authorities**
- 78.2** Except for matters of safety as defined above the Contractor shall carry out work in roads as specified herein or as directed by the Engineer. Requests by the roads authorities to vary the specification shall be passed to the Engineer for resolution by the Engineer. The Contractor shall only vary his working method or specifications as directed by or with the agreement of the Engineer.

Permanent Reinstatement of Roads

78.3 Procedures for dealing with the Authorities regarding any Permanent Roads Reinstatement are detailed in the Specification and summarized as follows:

- (1) Contractor shall submit detailed programme of work in roads to the Engineer,
- (2) Engineer and Contractor discuss the said programme with the relevant road authority,
- (3) The Contractor shall apply for formal permission to enter the road(s) for construction purposes,

For road reinstatement works which are to be implemented through the respective road agencies, the Contractor shall follow the requirements of the Contract Documents.

Clause 79**Termination by Employer**

79.1 The Employer shall be entitled to terminate the Contract at any time after giving 63 days prior notice to the Contractor with a copy to the Engineer.

In the event of such termination:

- (ii) the Contractor shall with all reasonable dispatch remove from the Site all Contractor's Equipment and shall give facilities to his Sub-contractor to do so.

Sub-clause 69.3 shall apply.

Clause 80**Joint and Several Liability**

80.1 If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

Clause 81**Concurrence of JBIC**

81.1 The date of termination and modification of the Contract are all subject to JBIC concurrence.

Clause 82**Contingency Sum**

82.1 On the Grand Summary of the Bill of Quantities, contingency amounts are added to the Contractor's priced total, less discounts. These amounts may be expended in whole or in part or not at all during the contract, as provided in the contract for escalation, extra work ordered by the Engineer, and adjustments upon measurement of the estimated quantities set forth in the Bill of Quantities.

The Contractor shall allow in his rates or otherwise make provision for the costs related to the Contract Sum including the contingencies. The contingencies will thus be expended at the direction of the Engineer without the Contractor being entitled to any additions whatsoever.

Contractor

82.2 The Contingency Sums are included for the budgetary purpose of the

**No Right to
Contingency
Sum**

Employer and Contractor has no right to these sums except as defined above.

Clause 83**Bribes**

83.1 If the Contractor, or any of his Subcontractors, agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward 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 favor or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the Works and expel the Contractor and the provisions of Clause 63 hereof shall apply as if such entry and expulsion had been made pursuant to that Clause.

Clause 84**Restriction on
Eligibility**

84.1 (a) Any Plant or services which will be incorporated in or required for the Works, as well as the Contractor's Equipment and other supplies, shall have its origin in eligible source countries as stated in Eligible Nationality, Instruction to Tenderers.
(b) For the purpose of this clause, "origin" means the place where the equipment is procured, or manufactured, or from which the services are provided.
(c) The origin of Goods and Services is distinct from the nationality of the Supplier.

Clause 85**Details to be
Confidential**

85.1 The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

ANNEXES

ANNEX 1

FORM OF PERFORMANCE GUARANTEE

Date:.....

Bond Number:.....

Sum Guaranteed:.....

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

WHEREAS (Name and address of Contractor)
(hereinafter called: "the Contractor") has undertaken to execute Contract No. GK/JBIC/04 for the
Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service
Reservoirs and Pipelines (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish
you with a Bank Guarantee by a recognized bank for the sum specified therein as security for
compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of
the Contractor, up to a total of (Amount of Guarantee)
(in words).....
such sum being payable in the types and proportions of currencies in which the Contract Price is
payable and we undertake to pay you, upon your first written demand and without cavil or argument,
any sum or sums demanded within the limits of (Amount of Guarantee)
as aforesaid without your needing to prove or to show grounds or reason for your demands for the sum
specified therein.

WE HEREBY WAIVE the necessity of your demanding the said debt from the Contractor before
presenting us with the demand.

WE FURTHER AGREE that no change or addition to or other modification of the terms of Contract
or of the Works to be performed thereunder or of any of the Contract Documents 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 of any change, addition or modification.

This guarantee is valid until a date 28 days from the date of issue of Taking Over Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR:.....

Name of Bank:.....

Address:.....

Date:.....

ANNEX 2

FORM OF ADVANCE GUARANTEE

Date:.....

Bond Number:.....

Sum Guaranteed:.....

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

WHEREAS (Name and address of Contractor)
.....(hereinafter called: "the Contractor") has
undertaken to execute Contract No. GK/JBIC/04 for the Construction of Gohagoda Intake Pump
Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines (hereinafter called
"the Contract").

AND WHEREAS it has been stipulated in Clauses 60.14 and 60.16 the said Contract that the
Contractor is entitled to certain advance payments subject inter alia to the provision by him to you of
guarantees for the advance payments;

AND WHEREAS the Contractor has requested an advance payment ofunder
the provisions of Clausein respect of the proposed import of

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

WE HEREBY AFFIRM that we are the Guarantor and responsible to you on behalf of the Contractor,
up to a total of (Amount of Guarantee)
.....(in words)

such sum being payable in the types and proportions of currencies in which the Contract Price is
payable and we undertake to pay you, upon your first written demand and without cavil or argument,
any sum or sums demanded by you upto the said total amount without your needing to prove or to
show grounds or reason for your demands.

WE HEREBY WAIVE the necessity of your demanding the said sum or sums from the Contractor before presenting us with the demand.

This guarantee shall be reduced as may be approved by you by the amounts of repayments made by the Contractor from time to time in accordance with the Contract until he shall have repaid the full amount of the advance but otherwise shall remain valid and in force until the date of issue of the Taking-Over Certificate or whichever shall be earlier.

SIGNATURE AND SEAL OF THE GUARANTOR:.....

Name of Bank:.....

Address:.....

Date:.....

ANNEX 3

FORM OF RETENTION GUARANTEE

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

WHEREAS (Name and address of Contractor)
(hereinafter called: "the Contractor") has undertaken to execute Contract No. GK/JBIC/04 for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract, regarding retention.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of (Amount of Guarantee)
(in words)
such sum being payable in the types and proportions of currencies in which the Contract Price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums demanded within the limits of (Amount of Guarantee)
as aforesaid without your needing to prove or to show grounds or reason for your demands for the sum specified therein.

WE HEREBY WAIVE the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

This guarantee is valid until the expiration of the defects liability period for the works.

SIGNATURE AND SEAL OF THE GUARANTOR:

Name of Bank:

Address:

Date:

ANNEX 4

CONTRACTORS' LETTER HEADING

Date:.....

Ref. No.....

BENEFICIARY STATEMENT

Request of Releasing of Yen Payment of (Interim Certificate No.....)

In accordance with the payment terms stipulated in the Contract No.T&C/KG/OECF/97/02 dated (Date) _between the National Water Supply and Drainage Board of Sri Lanka and (Contractor) for Contract No. GK/JBIC/04 for the Construction of Gohagoda Intake Pump Station, Katugastota Water Treatment Plant, Service Reservoirs and Pipelines, I request to release Yen Payment of (Interim Certificate No. and Amount in Yen)

- LC Application No. : (Issued by the Employers Bank)
Letter of Credit No. : (Issued by JBIC Bank)
Amount : J Yen (foreign component of the Total Contract)
JBIC Loan No. : SL-P71 dated March 2001
Issuing Bank : Bank of Tokyo Mitsubishi Ltd., Tokyo, Japan.
Advising Bank : (Name and Address of the Bank of Contractor)
Valuation No. : (Interim Certificate No.....)
Amount due : J Yen (in the above valuation)

.....
Authorized Signature of the Contractor

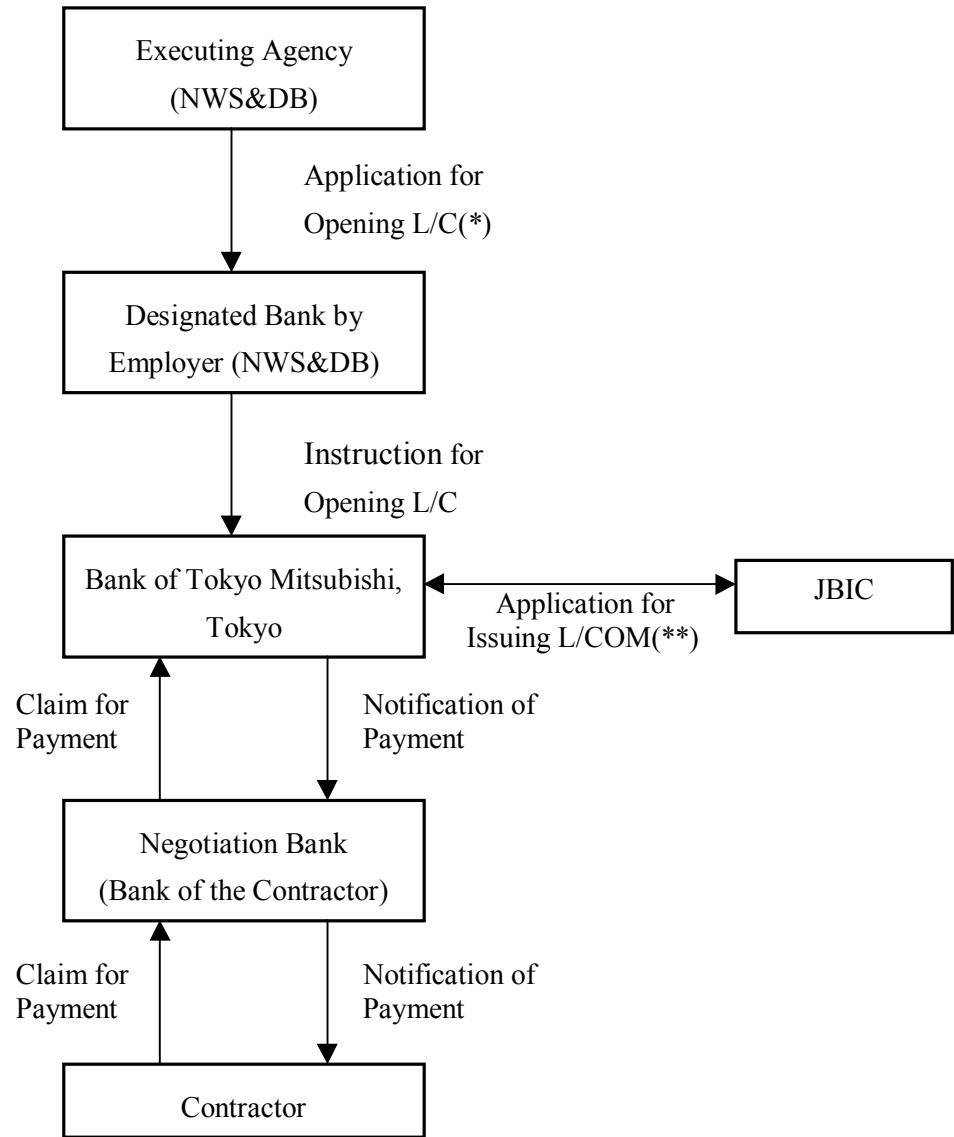
Total payment of Japanese Yen (the said valuation) is approved.

.....

Signatures of the Borrower (National Water Supply & Drainage Board)

ANNEX 5

COMMITMENT PROCEDURE: Flow of L/C Opening and Payment



(*) L/C: Letter of Credit

(**) L/COM: Letter of Commitment

ANNEX 6**FIDIC Model Terms of Appointment for a Dispute Adjudication Board**

(see Clause 67 of the Conditions of Particular Application)

Version 1: Terms of appointment for a board of three members¹

These terms of appointment of a board member are made between:

- (1) [name of Employer] of [address of Employer] (hereinafter called the "Employer")
- (2) [name of Contractor] of [address of Contractor] (hereinafter called the "Contractor")
- (3) [name of Board Member] of [address of Board Member] (hereinafter called the "Board Member")

Whereas

- A. The Employer and the Contractor (hereinafter jointly referred to as the "Parties") have on day of ___ (insert year) entered into a Contract (hereinafter called the "Contract") for the execution of [name of Project] (hereinafter called the "Project").
- B. By Sub-clause 67.1 of the Conditions of Contract (hereinafter called the "Conditions") provision is made for the constitution of a Dispute Adjudication Board (hereinafter called the "Board") which shall comprise three suitably qualified persons.
- C. The Board Member has agreed to serve as [one of the members of] [chairman of] the Board on the terms set out herein.

Now it is hereby agreed as follows:

1. The Board Member:
 - (a) hereby accepts this appointment to the Board which is a personal appointment and agrees to be bound by these Terms of Appointment and Sub-Clauses 67.1 and 67.2 of the Conditions as if they were set out herein; and
 - (b) shall be entitled notwithstanding such acceptance to resign this appointment on giving reasonable notice to the Parties.
2. These Terms of Appointment when executed by the Parties and the Board Member shall take effect when the Parties and the last of the three members of the Board have executed terms of appointment.
3. The Board Member shall be and remain impartial and independent of the Parties and shall be under a continuing duty to disclose in writing to each of them and to the other members of the Board any fact or circumstance which might be such as to call into question his impartiality or independence.

Without prejudice to the generality of the foregoing, the Board Member:

- (a) shall have no interest financial or otherwise in either of the Parties or the Engineer as described in the Contract, or financial interest in the Contract except for payment for services on the Board;

¹ Various clauses of these Terms and Rules contain words in brackets [], or require that appropriate wording be added. The signatories should consider whether or not these are appropriate in the circumstances of their Project or require amendment.

- (b) shall not previously have been employed as a consultant or otherwise by either of the Parties or the Engineer except in those circumstances which have been disclosed in writing to the Parties prior to this appointment;
 - (c) shall have disclosed in writing to the Parties and to the other members of the Board, prior to this appointment and to his best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Parties or the Engineer, and any prior involvement in the Project;
 - (d) shall not while a Board Member be employed as a consultant or otherwise by either of the Parties or the Engineer without the prior written consent of the Parties and the other members of the Board;
 - (e) shall not give advice to either of the Parties or to the Engineer concerning the conduct of the project other than in accordance with the Procedural Rules in Annex B to Conditions of Particular Application (the "Rules"); and
 - (f) shall not while a Board Member enter into discussions or make any agreement with either of the Parties or the Engineer regarding employment by any of them whether as a consultant or otherwise after ceasing to be a Board Member.
4. The Board Member warrants that he is experienced in the type of work involved in the Project and the interpretation of contract documents and is, as well, fluent in the language of the Contract. The Board Member shall:
- (a) ensure his availability for all site visits and hearings as are necessary and shall observe the provisions of the Rules;
 - (b) become conversant with the Contract and the progress of the Project by studying all documents received which shall be maintained in a current working file;
 - (c) treat the details of the Contract and all activities and hearings of the Board as private and confidential and shall not publish or disclose the same without the prior written consent of the Parties;
 - (d) not assign, delegate or subcontract any of the tasks under these Terms of Appointment or the Rules²;
 - (e) be available to give advice and opinions in conjunction with other members of the Board on any matter relevant to the Project not being a dispute when requested so to do by the Parties.
5. Neither the Employer, the Contractor nor the Engineer shall seek advice from or consultation with the Board member regarding the Project otherwise than in the normal course of the Board's activities under the Contract and the Rules. The only exception to this prohibition shall be where the Parties jointly agree to do so and the other Board Members also agree. The Employer shall be responsible for ensuring the compliance by the Engineer with this Clause.
6. The Board Member will be paid as follows³:
- (a) a retainer fee of [] (insert amount and currency) 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;

² Circumstances may arise when the Board considers it needs advice from an outside expert in order to fulfill its duties to the Parties. These Terms do not empower the Board to take such advice at the Parties' expense. It is recommended that in such a situation the Board invite the Parties to agree to secure such advice at their own expense if they accept it is necessary or desirable.

³ It is preferable to agree identical fees for the three Board Members, with the possible exception of the Chairman.

- iii. all office and overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties;
- iv. all services performed hereunder except those referred to in Sub-Clauses (b) and (c) below.

Beginning with the month following that in which the Taking-Over Certificate referred to in Sub-Clause 48.1 of the Conditions (or if there is more than one, the one last issued) has been issued, the Board Member shall receive [only one half of the monthly retainer fee]. [Beginning with the next month after expiry of the Defects Liability Period as defined in the Conditions the Board Member shall no longer receive a monthly retainer fee];

- (b) a daily fee of [] (insert amount and currency) which shall be considered as payment in full or:
- 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 Board Member's home and the site or other location of a Board meeting;
 - ii. each working day on site visits, hearings or preparing decisions; and iii. each day spent reading the Parties' submissions in preparation for a hearing.
- (c) Cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses including [less than] first class air fare, subsistence and other direct travel expenses. These costs shall be reimbursed in the same currency as that in which fees are payable. Receipts shall be required for all expenses in excess of [] (insert a number) percent of the daily fee referred to in Sub-Clause (b) above.
- (d) any taxes properly levied in the country of the site on payments made to the Board Member (unless a national or permanent resident of the country of the site) pursuant to this Clause 6. Such reimbursement will be in the same currency as that in which the fees are payable.

The retainer and daily fees shall remain fixed for the [initial] period of tenure of the Board Member [of twelve months]. [Thereafter they shall be adjusted by agreement between the Parties and the Board Member at each anniversary of the execution of these Terms of Appointment].

Payments to the Board Member shall be shared equally by the Employer and the Contractor. The Board member shall submit invoices for payment of all monthly retainer quarterly in advance. Invoices for daily fees and expenses 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 Board Members' invoices within 56 calendar days after receipt of such invoices and shall invoice the Employer (through the monthly statements to be submitted in accordance with Sub-Clause 60.1 of the Conditions) for one-half of the amounts of such invoices. The Employer shall pay such Contractor's invoices within the time period specified in the contract for other payments to the Contractor by the Employer.

Failure of either the Employer or the Contractor to make payment in accordance with these Terms of Appointment shall constitute an event of default under the Contract, entitling the non-defaulting party to take the measures set forth, respectively, in Clause 63 or Clause 69.

Notwithstanding such event of default, and without waiver of rights therefrom, in the event that either the Employer or the Contractor fails to make payment in accordance with these Terms of Appointment, the other party may whatever amount may be required to maintain the operation of the Board. The party making such payment, in addition to all other rights arising from such default, shall be entitled to reimbursement of all sums paid in excess of one-half of the amount required to maintain operation of the Board, plus all costs of obtaining such sums and interest thereon.

In the event of non-discharge of Board Members' invoices in accordance with previous paragraphs the Board Member may either suspend his services until the invoices are discharged or resign his appointment.

7. The Parties may jointly terminate the Board member's appointment hereunder by reasonable notice in writing. Such termination shall be without prejudice to any accrued rights of either of the Parties or the Board Member.
8. The Parties may undertake to each and to the Board Member that the Board Member shall in no circumstances:
 - (a) be appointed as an arbitrator in any arbitration between the Parties in connection with the Contract unless the Parties agree otherwise in writing;
 - (b) be called as a witness to give evidence concerning any dispute before an arbitrator appointed under the Conditions unless he accepts such assignment in writing addressed to both Parties; or
 - (c) be liable for any claims for anything done or omitted in the discharge of such Board Member's functions unless the act or omission is shown to have been in bad faith.

The Parties hereby jointly and severally indemnify the Board Member against all or any such claims.

9. If the Board Member shall breach any of the provisions of Clause 3 he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Employer and the Contractor for any fees and expenses properly paid to him and to any other Board Member if as a consequence of such breach any proceedings or decisions of the Board are rendered void or ineffective.
10. These Terms of Appointment shall be governed by the law of [insert name of country].
11. Any dispute or claim arising out of or in connection with these Terms of Appointment or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with said Rules.

Signed by _____ for
and on behalf of the
Employer in the presence
of

Signed by _____ for
and on behalf of the
Employer in the presence
of

Signed by _____ for
and on behalf of the
Employer in the presence
of

Witness: _____
Name: _____
Address: _____
Date: _____

Witness: _____
Name: _____
Address: _____
Date: _____

Witness: _____
Name: _____
Address: _____
Date: _____

Version 2: Terms of appointment for a board of one member⁴

These terms of appointment of a board member are made between:

- (1) [name of Employer] of [address of Employer] (hereinafter called the "Employer")
- (2) [name of Contractor] of [address of Contractor] (hereinafter called the "Contractor")
- (3) [name of Board Member] of [address of Board Member] (hereinafter called the "Board Member")

Whereas

- A. The Employer and the Contractor (hereinafter jointly referred to as the "Parties") have on day of ___ (insert year) entered into a Contract (hereinafter called the "Contract") for the execution of [name of Project] (hereinafter called the "Project").
- B. By Sub-clause 67.1 of the Conditions of Contract (hereinafter called the "Conditions") provision is made for the constitution of a Dispute Adjudication Board (hereinafter called the "Board") which shall comprise one suitably qualified person.
- C. The Board Member has agreed to serve on the terms set out herein.

Now it is hereby agreed as follows:

1. The Board Member:
 - (a) hereby accepts this appointment to the Board which is a personal appointment and agrees to be bound by these Terms of Appointment and Sub-Clauses 67.1 and 67.2 of the Conditions as if they were set out herein; and
 - (b) shall be entitled notwithstanding such acceptance to resign this appointment on giving reasonable notice to the Parties.
2. These Terms of Appointment shall take effect when they have been executed by the Parties and the Board Member.
3. The Board Member shall be and remain impartial and independent of the Parties and shall be under a continuing duty to disclose in writing to each of them and to the other members of the Board any fact or circumstance which might be such as to call into question his impartiality or independence.

Without prejudice to the generality of the foregoing, the Board Member:

- (a) shall have no interest financial or otherwise in either of the Parties or the Engineer as described in the Contract, or financial interest in the Contract except for payment for services on the Board;
- (b) shall not previously have been employed as a consultant or otherwise by either of the Parties or the Engineer except in those circumstances which have been disclosed in writing to the Parties prior to this appointment;
- (c) shall have disclosed in writing to the Parties, prior to this appointment and to his best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Parties or the Engineer, and any prior involvement in the Project;
- (d) shall not while a Board Member be employed as a consultant or otherwise by either of the Parties or the Engineer without the prior written consent of the Parties;

⁴ Various clauses of these Terms and Rules contain words in brackets [], or require that appropriate wording be added. The signatories should consider whether or not these are appropriate in the circumstances of their Project or require amendment.

- (e) shall not give advice to either of the Parties or to the Engineer concerning the conduct of the project other than in accordance with the Procedural Rules in Annex B to Conditions of Particular Application (the "Rules"); and
 - (f) shall not while a Board Member enter into discussions or make any agreement with either of the Parties or the Engineer regarding employment by any of them whether as a consultant or otherwise after ceasing to be a Board Member.
4. The Board Member warrants that he is experienced in the type of work involved in the Project and the interpretation of contract documents and is, as well, fluent in the language of the Contract. The Board Member shall:
- (a) ensure his availability for all site visits and hearings as are necessary and shall observe the provisions of the Rules;
 - (b) become conversant with the Contract and the progress of the Project by studying all documents received which shall be maintained in a current working file;
 - (c) treat the details of the Contract and all activities and hearings of the Board as private and confidential and shall not publish or disclose the same without the prior written consent of the Parties;
 - (d) not assign, delegate or subcontract any of the tasks under these Terms of Appointment or the Rules⁵;
 - (e) be available to give advice and opinions on any matter relevant to the Project not being a dispute when requested so to do by the Parties.
5. Neither the Employer, the Contractor nor the Engineer shall seek advice from or consultation with the Board member regarding the Project otherwise than in the normal course of the Board's activities under the Contract and the Rules. The only exception to this prohibition shall be where the Parties jointly agree to do so. The Employer shall be responsible for ensuring the compliance by the Engineer with this Clause.
6. The Board Member will be paid as follows:
- (a) a retainer fee of [] (insert amount and currency) 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 such as secretarial services, photocopying and office supplies incurred in connection with his duties;
 - iv. all services performed hereunder except those referred to in Sub-Clauses (b) and (c) below.

Beginning with the month following that in which the Taking-Over Certificate referred to in Sub-Clause 48.1 of the Conditions (or if there is more than one, the one last issued) has been issued, the Board Member shall receive [only one half of the monthly retainer fee]. [Beginning with the next month after expiry of the Defects Liability Period as defined in the Conditions the Board Member shall no longer receive a monthly retainer fee];

⁵ Circumstances may arise when the Board considers it needs advice from an outside expert in order to fulfill its duties to the Parties. These Terms do not empower the Board to take such advice at the Parties' expense. It is recommended that in such a situation the Board invite the Parties to agree to secure such advice at their own expense if they accept it is necessary or desirable.

- (b) a daily fee of [] (insert amount and currency) which shall be considered as payment in full or:
- 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 Board Member's home and the site;
 - ii. each working day on site visits, hearings or preparing decisions; and
 - iii. each day spent reading the Parties' submissions in preparation for a hearing.
- (c) Cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses including [less than] first class air fare, subsistence and other direct travel expenses. These costs shall be reimbursed in the same currency as that in which fees are payable. Receipts shall be required for all expenses in excess of [] (insert a number) percent of the daily fee referred to in Sub-Clause (b) above.
- (d) any taxes properly levied in the country of the site on payments made to the Board Member (unless a national or permanent resident of the country of the site) pursuant to this Clause 6. Such reimbursement will be in the same currency as that in which the fees are payable.

The retainer and daily fees shall remain fixed for the [initial] period of tenure of the Board Member [of twelve months]. [Thereafter they shall be adjusted by agreement between the Parties and the Board Member at each anniversary of the execution of these Terms of Appointment].

Payments to the Board Member shall be shared equally by the Employer and the Contractor. The Board member shall submit invoices for payment of all monthly retainer quarterly in advance. Invoices for daily fees and expenses 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 Board Members' invoices within 56 calendar days after receipt of such invoices and shall invoice the Employer (through the monthly statements to be submitted in accordance with Sub-Clause 60.1 of the Conditions) for one-half of the amounts of such invoices. The Employer shall pay such Contractor's invoices within the time period specified in the contract for other payments to the Contractor by the Employer.

Failure of either the Employer or the Contractor to make payment in accordance with these Terms of Appointment shall constitute an event of default under the Contract, entitling the non-defaulting party to take the measures set forth, respectively, in Clause 63 or Clause 69.

Notwithstanding such event of default, and without waiver of rights therefrom, in the event that either the Employer or the Contractor fails to make payment in accordance with these Terms of Appointment, the other party may whatever amount may be required to maintain the operation of the Board. The party making such payment, in addition to all other rights arising from such default, shall be entitled to reimbursement of all sums paid in excess of one-half of the amount required to maintain operation of the Board, plus all costs of obtaining such sums and interest thereon.

In the event of non-discharge of Board Members' invoices in accordance with previous paragraphs the Board Member may either suspend his services until the invoices are discharged or resign his appointment.

- 7. The Parties may jointly terminate the Board member's appointment hereunder by reasonable notice in writing. Such termination shall be without prejudice to any accrued rights of either of the Parties or the Board Member.
- 8. The Parties may undertake to each and to the Board Member that the Board Member shall in no circumstances:
 - (a) be appointed as an arbitrator in any arbitration between the Parties in connection with the Contract unless the Parties agree otherwise in writing;
 - (b) be called as a witness to give evidence concerning any dispute before an arbitrator appointed under the Conditions unless he accepts such assignment in writing addressed to both Parties; or
 - (c) be liable for any claims for anything done or omitted in the discharge of such Board Member's functions unless the act or omission is shown to have been in bad faith.
 The Parties hereby jointly and severally indemnify the Board Member against all or any such claims.
- 9. If the Board Member shall breach any of the provisions of Clause 3 he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Employer and the Contractor for any fees and expenses properly paid to him if as a consequence of such breach any proceedings or decisions of the Board are rendered void or ineffective.
- 10. These Terms of Appointment shall be governed by the law of [insert name of country].
- 11. Any dispute or claim arising out of or in connection with these Terms of Appointment or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with said Rules.

Signed by _____ for
and on behalf of the
Employer in the presence
of

Signed by _____ for
and on behalf of the
Employer in the presence
of

Signed by _____ for
and on behalf of the
Employer in the presence
of

Witness: _____
Name: _____
Address: _____
Date: _____

Witness: _____
Name: _____
Address: _____
Date: _____

Witness: _____
Name: _____
Address: _____
Date: _____

ANNEX 7

FIDIC Procedural Rules of the Dispute Adjudication Board

(see Clause 67 of the Conditions of Particular Application)

Version 1: Procedural rules of the Dispute Adjudication Board of three members

1. The Board shall visit the site at regular intervals [and/or at times of critical construction events] at the request of either the Employer or the Contractor, and in any event not less than [three] times in any twelve month period.
2. The timing of and agenda for each site visit shall be agreed jointly by the Board, the Employer and the Contractor, or in the absence of agreement, shall be decided by the Board.
3. The purpose of site visits is to enable the Board to become and remain acquainted with the progress of the Project and of any actual or potential problems or claims.

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 Board shall prepare a report on its activities during the visit and shall send copies to those parties who attended.

4. The Employer and the Contractor shall furnish to each Board Member one copy of all documents which the Board may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract.
5. If any dispute is referred to the Board in accordance with Sub-Clause 67.2 of the Conditions, the Board shall proceed as described therein. The Board may in its discretion, among other things, 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. Subject to the time imparted to the Board to give notice of a decision and other relevant factors, the Board shall afford to each of the Employer and the Contractor reasonable opportunity to present its case in relation to a dispute referred to the Board for decision.

The Board shall act as a Board of impartial experts, not arbitrators, and shall have full authority to conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those set out herein. [Without limiting the foregoing, the Board shall have power to adopt an inquisitorial procedure, to refuse admission to hearing or audience at hearings to any persons other than the Employer, the Contractor and the Engineer and to proceed in the absence of any party who the Board is satisfied received notice of the hearing].

The Board shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. After a hearing is concluded the Board shall convene in private to formulate its decision.

[If a member fails to attend a meeting or hearing, or to fulfill any required function, the other two members may nevertheless proceed and make decisions unless the absent member is the chairman and instructs the other two members not to proceed, or the Parties otherwise agree].

6. The Board shall give notice of its decision in writing to the Employer and the Contractor in accordance with Sub-Clause 67.2 of the Conditions or as otherwise agreed by the Employer and the Contractor in writing.

The Board shall endeavour to reach decisions unanimously, but if this is impossible decisions shall be by a majority and the minority member may prepare a written report for submission to the Employer, the Engineer and the Contractor.

7. All communications between either of the Parties and a Board Member and all hearings shall be in the [English] language. All such communications shall be copied to the other Party and to other members of the Board.

Version 2: Procedural rules of the Dispute Adjudication Board of one member

1. The Board shall visit the site at regular intervals [and/or at times of critical construction events] at the request of either the Employer or the Contractor, and in any event not less than [three] times in any twelve month period.
2. The timing of and agenda for each site visit shall be agreed jointly by the Board, the Employer and the Contractor, or in the absence of agreement, shall be decided by the Board.
3. The purpose of site visits is to enable the Board to become and remain acquainted with the progress of the Project and of any actual or potential problems or claims.

Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated 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 Board shall prepare a report on its activities during the visit and shall send copies to those parties who attended.

4. The Employer and the Contractor shall furnish to each Board Member one copy of all documents which the Board may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract.
5. If any dispute is referred to the Board in accordance with Sub-Clause 67.2 of the Conditions, the Board shall proceed as described therein. The Board may in its discretion, among other things, 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. Subject to the time imparted to the Board to give notice of a decision and other relevant factors, the Board shall afford to each of the Employer and the Contractor reasonable opportunity to present its case in relation to a dispute referred to the Board for decision.

The Board shall act as a Board of impartial experts, not arbitrators, and shall have full authority to conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those set out herein. [Without limiting the foregoing, the Board shall have power to adopt an inquisitorial procedure, to refuse admission to hearing or audience at hearings to any persons other than the Employer, the Contractor and the Engineer and to proceed in the absence of any party who the Board is satisfied received notice of the hearing].

6. The Board shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. The Board shall give notice of its decision in writing to the Employer and the Contractor in accordance with Sub-Clause 67.2 of the Conditions or as otherwise agreed by the Employer and the Contractor in writing.
7. All communications between either of the Parties and a Board Member and all hearings shall be in the [English] language. All such communications shall be copied to the other Party.