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AUDIT SECTION

Government of the Democratic Socialist Republic of Sri Lanka
Ministry of Water Supply
National Water Supply and Drainage Board

Phase 2 - Stage 1 of Ratmalana/Moratuwa Wastewater
Disposal Project

EXPANSION OF SEWER COLLECTION NETWORK FOR
RATMALANA/MORATUWA AREA

Contract No.: RMWWDP/Ph2-St1/SN/AFD/2020/01

Funding Agency
French Agency for Development

CONTRACT AGREEMENT
between
NATIONAL WATER SUPPLY AND DRAINAGE BOARD
and
CHINA GEO-ENGINEERING CORPORATION

VOLUME 1
Contract Agreement

December 2021



CONTRACT AGREEMENT



The GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF
SRI LANKA

MINISTRY OF WATER SUPPLY

NATIONAL WATER SUPPLY AND DRAINAGE BOARD
PHASE 2 – STAGE 1 OF RATMALANA/MORATUWA WASTEWATER
DISPOSAL PROJECT

AFD LOAN NO.: CLK 1023 01 L

CONTRACT FOR EXPANSION OF SEWER COLLECTION NETWORK
FOR RATMALANA/MORATUWA AREA

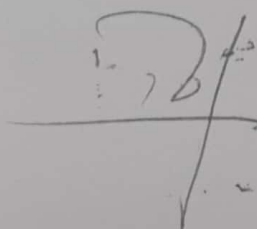
CONTRACT NO.: RMWWDP/Ph2-St1/SN/AFD/2020/01

CONTRACT AGREEMENT

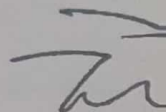
THIS AGREEMENT made the ^{13th} 13 day of December, 2021, between National Water Supply and Drainage Board of Sri Lanka, a corporate body duly established under the provision of the National Water Supply and Drainage Board Act No. 2 of 1974 and having its Head Office at Galle Road, Ratmalana, Colombo, Sri Lanka (hereinafter "the Employer"), of the one part, and China Geo-Engineering Corporation, Building Block B, No.92, Xiangshan South Road, Haidian District, Beijing, China (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as Expansion of Sewer Collection Network for Ratmalana/Moratuwa Area (hereinafter called "the Works"), should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, in the sum of Euro Twenty Million Four Hundred Seventy One Thousand Three Hundred Seventy Five and Cents Eighty Eight (EURO 20,471,375.88) plus Sri Lankan Rupees Two Billion Four Hundred Sixty Four Million One Hundred Fifty Seven Thousand Three Hundred Twenty and Cents Seventy (LKR 2,464,157,320.70) plus Provisional Sum amounting to Euro Twenty Seven Thousand Seven Hundred Forty Four and Cents Seventy (EURO 27,744.70) plus Sri Lankan Rupees One Billion Three Hundred Eighty Six Million Two Hundred Sixty Three Thousand Two Hundred Forty Three (LKR 1,386,263,243.00) plus Daywork amounting to Sri Lankan Rupees Eighteen Million Eight Hundred Thirty One Thousand Six Hundred Twelve and Cents Fifty (LKR 18,831,612.50) plus 10% Contingencies of Euro Two Million Forty Seven Thousand One Hundred Thirty Seven and Cents Fifty Nine (EURO 2,047,137.59) plus Sri Lankan Rupees Two Hundred Forty Six Million Four Hundred Fifteen Thousand Seven Hundred

1 / 3

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Thirty Two and Cents Seven (LKR 246,415,732.07) plus 8% VAT (hereafter called the "Accepted Contract Amount").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents. The priority of the documents shall be in accordance with the following documents:
 - a) This Contract Agreement and the Appendices hereto
 - b) The Letter of Acceptance (LOA)
 - c) The Letter of Bid and Appendix to Bid (including the signed Statement of Integrity);
 - d) The Addendum No. 01;
 - e) The Particular Conditions;
 - f) The General Conditions;
 - g) The Specifications; Section VII - Works Requirements
 - h) The Drawings;
 - i) The completed Schedules; and
 - j) The Contractor's Bid and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy 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 signed and executed on the dates and places as specified hereinbelow opposite the respective signatures of the parties hereto it being expressly agreed that irrespective of the place of signature by the parties this Agreement shall be deemed to have been made and executed legally and validly in accordance with laws of Sri Lanka.

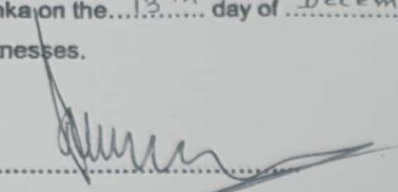
The Parties further agree that a scanned copy of the Agreement duly signed and executed by the Contractor and electronically transmitted to the National Water Supply and Drainage Board shall be deemed to have been duly signed and executed by the Contractor for the purpose of signing, execution and completion of the Agreement by the National Water Supply and Drainage Board thereafter and such copy of the

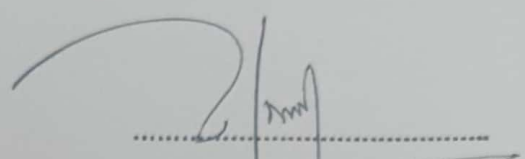
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Agreement upon signature execution and completion by the National Water Supply and Drainage Board shall for all intents and purposes be deemed a properly signed and executed counterpart copy of the Agreement and shall have the same force validity and enforceability under the law as the originals duly signed and executed by the parties.


Signed by the said Nishantha Ranatunga, Chairman of the National Water Supply and Drainage Board and Nimal R. Ranawaka, Vice Chairman of the National Water Supply and Drainage Board at Ratmalana, Sri Lanka on the...13th... day of...December...Two Thousand Twenty One in the presence of the following Witnesses.

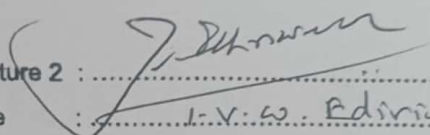

.....
Nishantha Ranatunga
Chairman


.....
Nimal R. Ranawaka
Vice Chairman

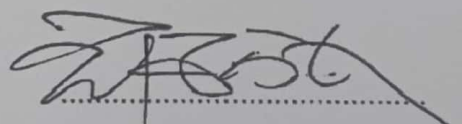
NATIONAL WATER SUPPLY AND DRAINAGE BOARD

Witnesses


Signature 1 :
Name : T. S. O. ...
Address : NWSDB
Ratmalana

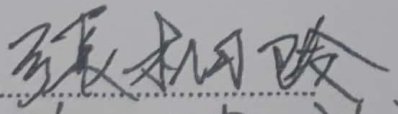

Signature 2 :
Name : I. V. G. Ediriseev
Address : NWSDB
Ratmalana

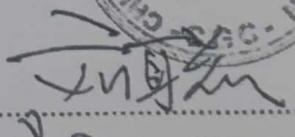
For and on behalf of the Contractor : Signed by the said Mr. Liu Laifu In the Capacity of authorized and/or duly Authorized Representative to sign this Contract Agreement for and on behalf of M/s. China Geo-Engineering Corporation at Beijing, China on the .13th Day of December.....Two Thousand Twenty One in the presence of the following Witnesses.


.....
CHINA GEO-ENGINEERING CORPORATION



Witnesses


Signature 1 :
Name : Zhang Bailing
Address : CGC. Beijing 3/3


Signature 2 :
Name : Liu Cong
Address : CGC. Beijing

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**LETTER OF ACCEPTANCE
&
ACKNOWLEDGEMENT**



A handwritten signature in black ink, appearing to be a stylized name or set of initials.



中国地质工程集团有限公司
CHINA GEO-ENGINEERING CORPORATION

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08th December 2021

Our Ref: CGC/Tender/WWP/2021/15
Your Ref: T&C/SEW/182/C1/2019



Eng. Thilina S. Wijetunga,
General Manager
National Water supply & Drainage Board,
Galle Road, Ratmalana,
Sri Lanka.

Dear Sir,

CONTRACT : **EXPANSION OF SEWER COLLECTION NETWORK FOR
RATMALANA/MORATUWA AREA**
CONTRACT No : **RMWWDP/Ph2-St1/SN/AFD/2020/01**
SUBJECT : **Letter of Acknowledgement**

We thank you for the Letter of Acceptance dated 08th December 2021 and hereby Acknowledge its Receipt.

Thank you,

Yours faithfully,

China Geo Engineering Corporation

Liu Laifu
General Manager

CC. Eng. S. L. Mohan, Project Director

0014



T&C/SEW/182/C1/2019

8th December.2021

M/s. China Geo-Engineering Corporation,
Building Block B, No.92,
Xiangshan South Road,
Haidian District,
Beijing,
China

Dear Sir,

Expansion of Sewer Collection Network for Ratmalana/Moratuwa Area

Phase 2 - Stage 1 of Ratmalana/Moratuwa Wastewater Disposal Project

AFD Loan No: CLK 1023 01 L

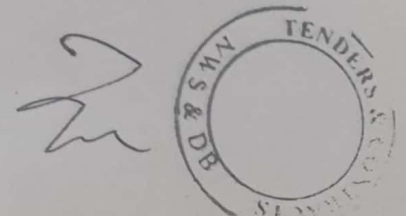
Contract No.: RMWWDP/Ph2-St1/SN/AFD/2020/01

LETTER OF ACCEPTANCE

This is to notify you that your Bid dated 17th May 2021 for execution of the Expansion of Sewer Collection Network for Phase 2 – Stage 1 of Ratmalana/Moratuwa Wastewater Disposal Project, Contract No. RMWWDP/Ph2-St1/SN/AFD/2020/01 for the total bid Price of Euro Twenty Million Four Hundred Seventy One Thousand Three Hundred Seventy Five and Cents Eighty Eight (EURO 20,471,375.88) plus Sri Lankan Rupees Two Billion Four Hundred Sixty Four Million One Hundred Fifty Seven Thousand Three Hundred Twenty and Cents Seventy (LKR 2,464,157,320.70) plus Provisional Sum amounting to Euro Twenty Seven Thousand Seven Hundred Forty Four and Cents Seventy (EURO 27,744.70) plus Sri Lankan Rupees One Billion Three Hundred Eighty Six Million Two Hundred Sixty

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Three Thousand Two Hundred Forty Three (LKR 1,386,263,243.00) plus Dayworks Amounting to Sri Lankan Rupees Eighteen Million Eight Hundred Thirty One Thousand Six Hundred Twelve and Cents Fifty (LKR 18,831,612.50) plus 10% Contingencies of Euro Two Million Forty Seven Thousand One Hundred Thirty Seven and Cents Fifty Nine (EURO 2,047,137.59) plus Sri Lankan Rupees Two Hundred Forty Six Million Four Hundred Fifteen Thousand Seven Hundred Thirty Two and Cents Seven (LKR 246,415,732.07) plus 8% VAT, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted subjected to following conditions;

Applicable VAT will be payable on production of Tax Invoices. The Registration No. of NWSDB for VAT is 4090318207000.

1. Original Preamble and Works Requirements to be submitted.
2. Work programme should be followed as proposed anticipating Covid 19 pandemic situation prevail during project implementation phase by deploying work gangs as proposed.
3. All construction equipment are to complied with sound and vibrations levels suitable for day and night work as appropriate in line with CEA gazette and as per EIA requirements, and deploy as per the proposed work programme.
4. All costs for implementation of ESIA requirement and ESHS including compensation deemed to be covered under the BOQ rates quoted in the contract.
5. All staff to be deployed should be in line with the contractual requirements and should attain Project Director's consent prior to deployment by providing qualifications and experience for key personnel.
6. Detailed method statement and ESHS should be approved from the Project Director prior to commence construction activities.
7. Pipes and fittings to be supplied from following suppliers after carrying out required inspections and prior approval from the Project Director with approved RAL colour code.
 - i uPVC pipes, fittings & specials – Dyka Netherland, Dyka BV Netherland, Nyloplast Netherland
 - ii GRP pipes – Superlit Boru San A.S., Turkey
 - iii DI pipes, fittings & specials – Electrosteel, India.
 - iv HDPE pipes and fittings – Zhegiange Weixing, China.
 - v DI Manhole Covers – Both suppliers subjected to final decision to be reached after obtaining samples for inspection by the Project Director and staff. If samples are proved not satisfactory it has to be replaced with suitable manufacture having fulfill all requirements stipulated in the specifications.

0016



- vi Ventilation pipes with odour control devices – M/s. Mcberns Pty Ltd, Australia
- vii Clay Interceptors – M/s. Naylor Drainage Ltd, UK
- viii Air Valve & Gate Valve – M/s. Shangai Karon Eco Valve Manufacturing Company
- ix Surface Boxes – M/e. Tangxian Anle Casting Co. Ltd, China.

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

The Commencement Date shall be as per the Sub-Clause 8.1 of the Section IX - Particular Conditions of Contract and the Works under this Contract should be completed within 1095 days (03 years) from the Date of Commencement.

Liquidated Damages for the Works shall be 0.05% of the Contract Price per day up to the limit of 10% of the final Contract Price.

The Performance Security in the form of a demand guarantee to the amount of 10% of the Accepted Contract Amount of EURO 2,254,625.82 plus LKR 411,566,790.83 valid up to 06th February 2026 shall be submitted within 28 days after receiving this Letter of Acceptance in the format provided in the contract document.

An Advance Payment could be obtained after signing the agreement on production of Bank Guarantee as early as possible but 28 days of signing of Contract Agreement in the prescribed format as per the sub clause 14.2 of Section IX – Particular Conditions.

Please acknowledge the receipt of this letter by return fax and make arrangements to sign the agreement by prior appointment with the Assistant General Manager (Tenders & Contracts) within 28 days. (Tel. 011-2605328, Fax 0112635885) of receipt of this Letter of Acceptance or within 28 days after the employer receives the Performance Security whichever is later.

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Please contact Project Director (Rathmalana/Moratuwa Wastewater Disposal Project) on Telephone No.0112737660 for further action on this contract.

Yours faithfully,

National Water Supply & Drainage Board

Eng. Thilina S. Wijetunga
General Manager

Copy to :- Secretary, Ministry of Water Supply
Auditor General -
Commissioner of Inland Revenue
Commissioner of Labour
Addl. General Manager (WR)
Addl. General Manager (F)
Deputy General Manager (WR)
Deputy General Manager (P&D-WR)
Deputy General Manager (RSC-WS)
Deputy General Manager (IA)
Project Director (RMWWDP)
Chief Accountant (WR)
French Development Agency
Assistant General Manager (T&C) -

A copy of the Tender Board Decision is attached

Please update Web accordingly

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**LETTER OF BID AND APPENDIX 1&2
TO BID**

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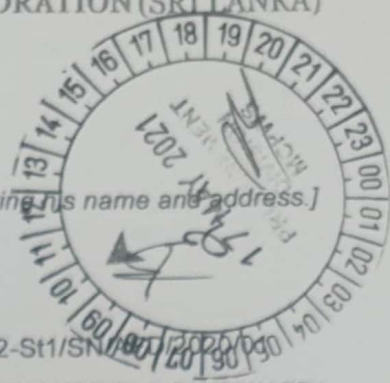


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Letter of Bid

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address.]



Date: 17th May 2021

IPC No.:RMWWDP/Ph2-St1/SN/190/2020/01
Invitation for Bid No.:RMWWDP/Ph2-St1/SN/AFD/

2020/01

Alternative No.:None

To: National Water Supply and Drainage Board

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- b) We have no conflict of interest in accordance with ITB 4.2;
- c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.4;
- d) We offer to execute in conformity with the Bidding Documents the following works:

Phase 2 - Stage 1 of Ratmalana/Moratuwa Wastewater Disposal Project

- e) The total price of our Bid, excluding VAT and excluding any discounts offered in item (f) below is:

(i) In case of only one lot, total price (excluding VAT) of the Bid: €22,548,946.96 (EURO TWENTY-TWO MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FORTY-SIX AND NINETY-SIX CENTS) and LKR4,256,173,663.80 (FOUR BILLION TWO HUNDRED FIFTY-SIX MILLION ONE HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED SIXTY-THREE AND EIGHTY CENTS);

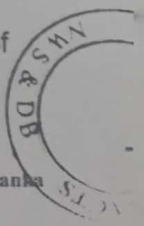
(ii) The total amount of VAT is: LKR743,759,260.54 (SRI LANKA RUPEES SEVEN HUNDRED FORTY-THREE MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED SIXTY AND FIFTY-FOUR CENTS);

- f) The discounts offered and the methodology for their application are:

(i) The discounts offered are: €2,118,098.48 (EURO TWO MILLION ONE HUNDRED EIGHTEEN THOUSAND NINETY-EIGHT AND FORTY-EIGHT CENTS) and LKR254,957,676.45 (SRI LANKA RUPEES TWO HUNDRED FIFTY-FOUR MILLION NINE HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-SIX AND FORTY-FIVE CENTS);

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: Ten Percent (10%) of the Bill No.C5- Pipe Network;

- g) Our Bid shall be valid for a period of 210 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) If our Bid is accepted, we commit to obtain a performance security in accordance with ITB 43 of the Bidding Documents;



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- i) We are not participating, as a Bidder, in more than one Bid in this bidding process in accordance with ITB 4.2(e), other than alternative Bids submitted in accordance with ITB 13;
- j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- k) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all Bids at any time prior to contract award without thereby incurring any liability to us; and
- l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

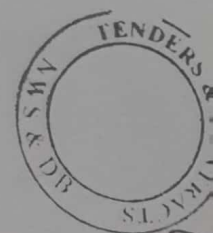
Name of the Bidder¹: China Geo Engineering Corporation

Name of the person duly authorized to sign the Bid on behalf of the Bidder²: Mr. Liu Laifu

Title of the person signing the Bid: Authorized Representative

Signature of the person name above: 

Date signed: 17th day of: May



¹ In the case of the Bid submitted by a JV specify the name of the JV as Bidder.
² Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

0021

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Appendix 1 to Bid - Summary of Payment Currencies

Table: Option B

Summary of currencies of the Bid for Expansion of Sewer Collection network for
Ratmalana/Moratuwa area

Contract No.:RMWWDP/Ph2-St1/SN/AFD/2020/01

Name of currencies	Amounts payable
Local currency: Sri Lanka Rupees (LKR)	LKR4,256,173,663.80
Foreign currency: Euro (€)	€22,548,946.96
Provisional Sums expressed in local currency: (LKR) (EUR)	LKR1,403,223,743.00 €27,744.70



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Appendix 2 to Bid - Statement of Integrity, Eligibility and Environmental and Social Responsibility



Reference of the bid or proposal Phase 2 - Stage 1 of Ratmalana/Mogatuwa Wastewater Disposal Project (the "Contract")

To: National Water Supply and Drainage Board (the "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

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2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7 Having created false documents or committed misrepresentation in documents requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5 In the case of procurement of goods, works or plants:

a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any

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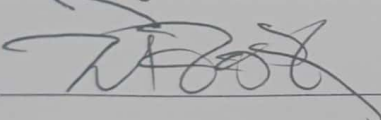
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other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

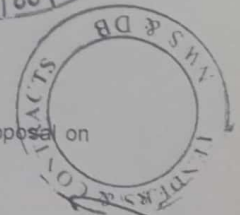
- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: Mr. Liu Laifu In the capacity of: Authorized Representative

Duly empowered to sign in the name and on behalf of¹: China Geo Engineering Corporation

Signature: 

Dated: 17th May 2021



¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

PARTICULAR CONDITIONS

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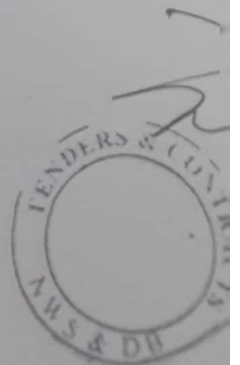


Section IX – Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

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398



Part A – Contract Data

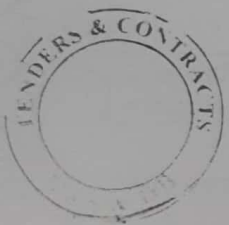
Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Chairman (The authorized Representative). National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka.
Engineer's name and address	1.1.2.4 & 1.3	General Manager. National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka. Engineer's Authorized Representative is The Project Director, 213A, Templers Road Mount Lavinia, Sri Lanka.
Bank's Name	1.1.2.11	<i>Agence Française de Développement ("AFD")</i> , being specified that, according to French laws and regulations, AFD is not a bank but a Specialized Financial Institution (" <i>Institution Financière Spécialisée</i> ").
Borrower's Name	1.1.2.12	Government of the Democratic Socialist Republic of Sri Lanka
Time for Completion of the Works	1.1.3.3	<u>1095</u> days (03 years) from the Commencement Date
Defects Notification Period	1.1.3.7	365 days calculated from the date on which the Taking Over Certificate for the whole of the Works is issued.
Sections	1.1.5.6	Not applicable
ESHS Specifications	1.1.6.11	ESHS Specifications are applicable: Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/>
Exceptionally Adverse Climatic Conditions	1.1.6.15	<i>Additional Sub-Clause</i> "Exceptionally Adverse Climatic Conditions" means: – Rainfall: similar adverse effect should not have occurred in same calendar month more than one time during last ten years at or near the site.
Governing Law	1.4	The Laws of the Democratic Socialist Republic of Sri Lanka
Ruling Language	1.4	English
Language for Communications	1.4	English
Care and Supply of Documents	1.8	The Supply of Contractor's Documents shall be as Part B – Specific Provisions unless otherwise stated in the Bid Document.
Time for Access to the Site	2.1	Within seven (7) days from the date of acceptance of both Performance Guarantee (GCC 4.2) and Insurance

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Conditions	Sub- Clause	Data
		in Clauses GCC 18.1, 18.2, 18.3 & 18.4 by the Employer
Engineer's Duties and Authority	3.1	<p>The Engineer shall obtain specific approval of the Employer before taking the following actions:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Issuing any instruction resulting in substantial changes to the Works, or an increase of the Accepted Contract Amount and/or an extension of the Time for Completion; <input type="checkbox"/> Proceeding to Determination under Sub-Clause 3.5; <input type="checkbox"/> Issuing Interim Payment Certificate under Sub-Clause 14.6; <input checked="" type="checkbox"/> Issuance of a Taking over Certificate under Sub-Clauses 10.1 and 10.2; <input type="checkbox"/> Etc.
Contractor's General Obligations	4.1	<p>The Contractor shall provide the following documents as part of the Contract and as specified in the Specification</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Shop drawings to be approved by the Engineer prior to starting the Works; <input checked="" type="checkbox"/> "As-built" drawings to be approved by the Engineer prior to taking over of the Works; and <input checked="" type="checkbox"/> "As-built" documents to be approved by the Engineer prior to taking over of the Works.

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401

Conditions	Sub- Clause	Data
Performance Security	4.2	<p>The Performance Security will be in the form of a demand guarantee in the amount(s) of 10 per cent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>The Performance Security shall be submitted within 28 days after receiving the Letter of Acceptance in the format provided in the Contract document and shall be at the cost of the Contractor.</p> <p>The Performance Security will be discharged by the Employer and returned to the contractor not later than 28 days following the date of completion of the contractor's performance obligations, including any testing and acceptance by the Engineer at the end of the defect notification period, under the Contract.</p> <p>The amount of Performance Security shall be notified to the Contractor by the Letter of Acceptance of Contract.</p>
Subcontractors	4.4	Direct payment of Subcontractors is allowed: No
Rights of Way and Facilities	4.13	Scope of Work under PS - 9 Catchment may not be carried out as per the Employer's decision.
Normal Working Hours	6.5	<p>Monday to Friday from 08.00 hrs to 17.00 hrs. Other working hours including Saturdays and Sundays must be agreed in advance with the Engineer. Where requested by the Authorities night work will be performed with the approval of the Engineer.</p> <p>The Contractor shall make his time schedule and method description in such a way that all local traffic regulation and requirements of the road authorities can be fulfilled. The Contractor's attention is drawn to the fact that certain roads must be opened for traffic during the day. Subsequently work on these roads may only take place during night hours or other low traffic times and the Contractor shall plan his work accordingly. No additional payment is entitled for night work. The contractor shall notify the Engineer in advance of all such work.</p> <p>If any work is carried out on the Sites on locally recognized days of rest, Government declared mercantile holidays or outside normal working hours stated above, the Employer and the Engineer shall be entitled to payment for the services provided by the Employer's or the Engineer's personnel during such days and hours. Supervision, co-ordination or any other actions by the Employer's or the Engineer's personnel shall be considered as services requested by the Contractor.</p> <p>The payments shall be carried out at an hourly rate calculated as "Basic Salary/200*1.5" to any member of the Engineer's and the Employer's staff who are entitled for payments as stated above.</p>

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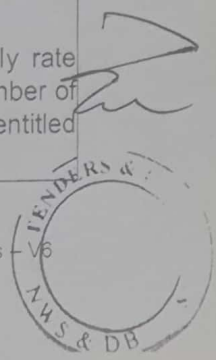


Conditions	Sub- Clause	Data
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402

ope-M2082a – SBD Works



Conditions	Sub-Clause	Data
Commencement of Works	8.1	Commencement date shall be the date of acceptance of both Performance Security and Insurance by the employer.
Advance Payment	8.1 (d)	Contractor shall deliver the Bank Guarantee to the Engineer for Advance Payment as early as possible but within 28 days of signing of Contract Agreement. If the Contractor fails to submit the above Gurantee within the stated time period the clause 8.1(d) of General Conditions of Contract shall not apply.
Time for Completion	8.2	Milestones given in the programme shall be achieved. <ul style="list-style-type: none"> • Contractor shall complete the pipe laying works within the new catchment areas (PS 4, 9, 7 & 10 Catchments) within the first 18 months of the Contract Period. • Pipe laying works in RDA roads shall be completed within first two years. • Discharge manholes shall be completed within the first 02 years of the Contract Period.
Delay Damages for the Works	8.7 & 14.15(b)	0.05 % of the Contract Price per day
Maximum Amount of Delay Damages	8.7	10 % of the final Contract Price <i>in specified currencies</i>
Percentage for Adjustment of Provisional Sums	13.5(b)(ii)	05 %
Adjustments for Changes in Cost	13.8	<p><i>The prices quoted by the Bidder shall be subject to adjustment due to price fluctuations and changes in legislation as per method stipulated under the Particular Conditions of Contract - Part B for local inputs only.</i></p> <p><i>All pipes and other fittings shall be procured within twelve (12) months from the date of Letter of Acceptance, and kept in secured manner not to deteriorate the quality of material.</i></p> <p><i>Only the Local Component except non-adjustable items of the Contract Sum [Sri Lanka Rupees (LKR) only] would be adjusted based on the ICTAD formula as given under the Particular Conditions of Contract, Part B</i></p> <p><i>The indices refers to in the formula shall be the monthly indices published by the ICTAD.</i></p> <p><i>Applicable as per the percentages shown here under.</i></p>

0099

403

Conditions	Sub- Clause	Data		
		<u>Index no</u>	<u>Input Name</u>	<u>Input percentage</u>
		P2	Heavy Equipment	29.06
		L3	Unskilled Labour	16.38
		L1	Skilled Labour	10.88
		P3	Fuel	7.86
		M43	Precast Items	6.72
		M52	Quarry Dust	5.73
		M7	Metal	2.89
		M3	Cement	2.84
		P1	Small Equipment	2.38
		M30	Bitumen	1.81
		M48	ABC	1.43
		M45	Earth	1.03
		M8	Sand	0.99
			Total	90.0
		<p>Non-adjustable items for changes of cost:</p> <p>C3 – General Bill, Provisional sums</p> <p>C4 – Daywork</p> <p>C5 – Pipe Network – All pipes, fittings, specials, accessories and valves</p> <p>- Additional Works carried out by the Contractor on the Instruction of the Engineer valued on prices and costs prevailing at the time of execution and those done on Daywork basis.</p>		

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404



Conditions	Sub-Clause	Data
Contract Price	14.1	The Contract Price is an Admeasurement Contract Price (unit price contract)
	14.1(b)	The following taxes, duties and fees exemptions apply to the Contract: <i>If the duty exemption for the project is not awarded customs duties, cess, port charges and VAT for imported Materials and Plant which are to be incorporated into the permanent works shall be reimbursed on actual amounts based on CUSDEC issued by the Department of Customs. Any demurrage shall be borne by the Contractor and shall not be reimbursed by the Employer.</i>
	14.1(e)	Item (e) of Sub-Clause 14.1 - Part B of the PC regarding the exemption of import duties and taxes is applicable: Yes
Total Advance Payment	14.2	<u>20</u> % Percentage of the Accepted Contract Amount named in the Letter of Acceptance less Provisional Sums, Dayworks and Contingencies payable in the currencies and proportions in which the Accepted Contract Amount is payable. Add to the clause : <i>Acceptable securities shall be ;</i> <i>i) A Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.</i> <i>ii) A Bank guarantee issued by a Bank based in another country but the security or guarantee "confirmed" by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.</i> <i>iii) A letter of credit issued by a foreign Bank but "confirmed" by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.</i> <i>iv) A certified cheque issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, in favour of National Water Supply and Drainage Board.</i> <i>Note : The term "confirmed" in relation to bank guarantee/letter of credit issued by a Bank based in another country means that the "confirmed" bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary</i>
Repayment Amortization Rate of Advance Payment	14.2(b)	The repayment amortization rate shall be 40%
Percentage of Retention	14.3	10 %

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Conditions	Sub-Clause	Data
Limit of Retention Money	14.3	05 % of the Accepted Contract Amount
Plant and Materials	14.5(b)(i)	Plant and Materials for payment when shipped en route to the Site (Free on Board). <i>None</i>
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site: <i>Pipes, fittings, straight specials and valves imported for Permanent Works subject to submission of following and other relevant certificates.</i> <ul style="list-style-type: none"> (a) <i>Third Party Inspection Certificate</i> (b) <i>Pre-Shipment Inspection Certificate by NWSDB Engineers (If applicable in Specs)</i> (c) <i>Bill of Lading</i> (d) <i>Country of Origin</i> (e) <i>Warranty Certificates.</i> (f) <i>Packing List</i> (g) <i>Printed Catalogues</i> (h) <i>Purchase Orders and Receipts</i>
Minimum Amount of Interim Payment Certificates	14.6	<i>Euro 500,000</i>
Payment	14.7	The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate within <u>56</u> days. Payment to the Contractor of the amounts due in each currency shall be made into the following bank accounts: LKR Payments: Account Name : China Geo-Engineering Corporation Account No : 001-749530-001 Bank Name : The Hongkong and Shanghai Banking Corporation Limited Bank Address : No. 24, Sir Baron Jayathilake Mawatha, Colombo 01, Sri Lanka SWIFT CODE : HSBCKLXXXX EURO Payments: Account Name : China Geo-Engineering Corporation Account No : 0200049609200738806 Bank Name : Industrial and Commercial Bank of China Ltd Bank Address : No. 100, Zhongguancun East Road, Haidian District, Beijing, China.



: 406

0102

Conditions	Sub- Clause	Data
		SWIFT CODE : ICBKCNBJBJM Corresponding Bank : Industrial and Commercial Bank of China, Frankfurt Branch SWIFT CODE : ICBKDEFF
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	The interest rate for payments in local currency is as per GC 14.8. The interest rate for payments in foreign currency is 1 years LIBOR+2%
Limitation of Liability	17.6	The total liability of the Contractor to the Employer shall not exceed the Accepted Contract Amount multiplied by <u> 2 </u>
Periods for submission of insurance: a) Evidence of insurance b) Relevant policies	18.1	<u> 14 </u> days <u> 28 </u> days
Minimum amount of third party insurance per occurrence	18.3	Sri Lanka rupees 1,000,000 (one million)
Insurance for Contractor's Personnel	18.4	Sri Lanka rupees 1,000,000 (one million) No limit on the number of occurrences.
Date by which the DB shall be appointed	20.2	28 days after the Commencement Date or as agreed by both parties.
The DB shall be comprised of:	20.2	Three Members
List of potential DB sole members	20.2	<i>None</i>
Appointment (if not agreed) to be made by:	20.3	<i>Construction Industry Development Authority of Sri Lanka or Institution of Engineers' Sri Lanka</i>
Arbitration rules	20.6	<i>UNCITRAL</i>
Place of arbitration	20.6	<i>Colombo, Sri Lanka</i>



407

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Part B – Specific Provisions

Conditions	Sub-Clause	Specific provisions
Schedules	1.1.1.7	<i>If the option full Lump Sum has been selected in Sub-Clause 14.1 of these Particular Conditions, then:</i> <i>Delete "the Bill of Quantities" in the third line.</i>
Bill of Quantities and "Daywork Schedule"	1.1.1.9	<i>If the option a mix of Lump Sum Price Component and Admeasurement Component has been selected in Sub-Clause 14.1 of these Particular Conditions, this Sub-Clause is deleted in its entirety and replaced by:</i> "Bill of Quantities" means the document so named related to the Admeasurement Component of the Works which is comprised in the Schedules. "Daywork Schedule" means the document so named (if any) which is comprised in the Schedules. <i>If the option full Lump Sum has been selected in Sub-Clause 14.1 of these Particular Conditions, this Sub-Clause is deleted in its entirety and replaced by:</i> <u>1.1.1.9 Daywork Schedule</u> "Daywork Schedule" means the document so named (if any) which is comprised in the Schedules.
Defects Notification Period	1.1.3.7	<i>Add, at the end of the Sub-Clause "or taken over under Sub-Clause 10.2 [Taking Over of Parts of the Works]"</i>
Lump Sum Price Component	1.1.4.13	<i>If the option a mix of Lump Sum Price Component and Admeasurement Component has been selected in Sub-Clause 14.1 of these Particular Conditions, then:</i> "Lump Sum Price Component" means the parts of the Works in respect of which the Contract Price shall not be subject to re-measurement in accordance with Clause 12 [Measurement and Evaluation].
Admeasurement Component	1.1.4.14	<i>If the option a mix of Lump Sum Price Component and Admeasurement Component has been selected in Sub-Clause 14.1 of these Particular Conditions, then:</i> "Admeasurement Component" means the parts of the Works in respect of which the Contract Price shall be subject to re-measurement in accordance with Clause 12 [Measurement and Evaluation].
Site	1.1.6.7	<i>This Sub-Clause is deleted in its entirety and replaced by:</i> "Site" means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
Variation	1.1.6.9	<i>This Sub-Clause is deleted in its entirety and replaced by:</i>

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43

ope-M2082a – SBD Works – V6



Conditions	Sub- Clause	Specific provisions
		"Variation" means any change to Specification or the Drawings or the Works, which is instructed or approved as a variation under Clause 13 [<i>Variations and Adjustments</i>].
ESHS Specifications	1.1.6.11	<i>Additional Sub-Clause:</i> "ESHS Specifications" means the document entitled environmental, social, health and safety specifications, as included in the Specification, and any additions and modifications to it in accordance with the Contract. Such document specifies the environmental, social, health and safety obligations of the Contractor.
Project Area	1.1.6.12	<i>Additional Sub-Clause:</i> "Project Area" has the meaning defined in the ESHS Specifications.
Worksite - ESMP	1.1.6.13	<i>Additional Sub-Clause:</i> "Worksite – ESMP" stands for Worksite Environmental and Social Management Plan, and has the meaning defined in the ESHS Specifications.
EPP	1.1.6.14	<i>Additional Sub-Clause:</i> "EPP" stands for Environmental Protection Plan, and has the meaning defined in the ESHS Specifications.
Communications	1.3	<i>Add the following at the end of item (a), after "Contract Data" and before ",":</i> "In case of electronic transmission, these communications shall be in the form of an un-editable record attached to an electronic mail, such as a PDF document for instance, and any other communication transmitted in a different manner, such as the email body text, shall not be construed as communication under the Contract." <i>Before the last paragraph, add the following sentence:</i> "Delivery of communications, by any authorized method of transmission, shall be made against receipt."
Priority of Documents	1.5	<i>Add the following at the end of the Sub-Clause:</i> "The Contractor shall be obliged to comply with the clarification or instruction of the Engineer without any adjustment to the Contract Price and/or to the Time for Completion."
Contract Agreement	1.6	<i>This Sub-Clause is deleted in its entirety and replaced by:</i> "The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, or within 28 days after the Employer receives the Performance Security, whichever is later. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The Contract Agreement shall include any annexed memoranda comprising agreements between and signed by both

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Conditions	Sub- Clause	Specific provisions
		<p>Parties. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.</p> <p>This Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and undertakings concerning the subject matter of this Contract.</p> <p>The Parties acknowledge and agree that by entering into this Contract they do not rely on any statement, representation, assurance or warranty of any person (whether a party to the Contract or not or whether made in writing or not) other than as expressly set out in the Contract."</p>
Assignment	1.7	<p><i>This Sub-Clause is deleted in its entirety and replaced by:</i></p> <p>"The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract without the prior written consent of the Employer. The Employer shall be entitled to assign this Contract or any part of it to any person, for which purpose it shall not require the consent of the Contractor."</p>
Care and Supply of Document	1.8	<p><i>Delete the 2nd sentence of the 2nd paragraph in its entirety, and replace it by:</i></p> <p>"The Contractor shall supply to the Engineer each of the Contractor's Documents in one (1) soft (digital) copy and two (2) hard (paper) copies"</p>
Inspections and Audit by AFD	1.15	<p><i>This Sub-Clause is deleted in its entirety and replaced by:</i></p> <p>"The Contractor shall permit, and shall cause its agents (whether declared or not), subcontractors, subconsultants, service providers, or suppliers and any personnel thereof, to permit, AFD and/or persons appointed by AFD to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by AFD if requested by AFD.</p> <p>The Contractor's attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of AFD's inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination."</p>
Non Waiver	1.16	<p><i>Additional Sub-Clause:</i></p> <p>"Except as otherwise specifically provided for in the Contract, no failure or delay by either Party in exercising any right or remedy provided by the Laws or pursuant to the Contract will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its</p>

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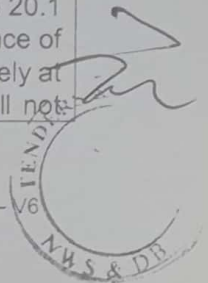
Conditions	Sub- Clause	Specific provisions
		exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy."
Survival of Obligations	1.17	<p><i>Additional Sub-Clause:</i></p> <p>"Obligations under the Contract, which by their nature would continue beyond the termination or expiration hereof, including, by way of illustration only and not limitation, those in Clause 1 [General Provisions], Clause 11 [Defects Liability], Clause 17 [Indemnities], Clause 18 [Insurance], and Clause 20 [Claims and Disputes] shall survive the termination or expiration of the Contract."</p>
Severability	1.18	<p><i>Additional Sub-Clause:</i></p> <p>"The Parties expressly declare that each section, clause or paragraph of this Contract will be considered separate in terms of its validity and enforceability. Therefore, if, for any reason, any provision of this Contract is declared null and void, or if a ruling states that any part of it runs contrary to governing law, said declaration will in no way affect the validity and enforceability of the other stipulations, which may be construed, understood and executed independently of the portion declared null and void. Thus, every part of this Contract not declared null and void in any way will be valid, enforceable and binding on the Parties.</p> <p>Likewise, if any provision of this Contract or its application to any individual or company or in a given circumstance is declared null and void, or if its enforceability is in any way limited, the other provisions herein, as well as also the application of the doubtful provision to other people or in other circumstances, will not be affected thereby, and they will be applied to the extent permitted by governing law.</p> <p>Notwithstanding the above, the Parties undertake to negotiate in good faith the terms of a mutually satisfactory provision to replace any clause that may be declared null and void or whose enforceability is in any way restricted."</p>
No Partnership or Agency	1.19	<p><i>Additional Sub-Clause:</i></p> <p>"Nothing contained in this Contract shall be construed to either constitute a partnership or constitute either Party an agent or employee of the other Party."</p>
Amendment	1.20	<p><i>Additional Sub-Clause:</i></p> <p>"This Contract may not be altered, varied, changed, supplemented or amended except by a written instrument duly signed and executed by the Parties and expressly stated to be an amendment to this Contract. For the sake of clarity, any Variation under Clause 13 [Variations and Adjustments] which is leading to a substantial change to the Works, an increase of the Contract Price and/or to an</p>

Conditions	Sub- Clause	Specific provisions
		extension of the Time for Completion shall be reflected in an amendment to this Contract."
Right of Access to the Site	2.1	<p><i>Insert the following in the 1st paragraph, after the 1st sentence and before the 2nd sentence:</i></p> <p>"This Employer is however under no obligation to give the Contractor right of access to, and possession of, any other area located outside the boundaries of the Site, even if such other area is located within the Project Area. Access to, and possession of, such any other area is fully at the Contractor's risk."</p> <p><i>Add at the end of the 1st paragraph, after "received", the following:</i></p> <p>"and until such time, whichever is the later, the Contractor has provided written evidence in the form of a broker's or an insurer's certificate that all insurances to be taken-out by the Contractor pursuant to the Contract have been duly put in place and are in full force and effect."</p>
Employer's Claims	2.5	<i>Delete the 2nd sentence of the 2nd paragraph in its entirety.</i>
Delegation by the Engineer	3.2	Delegation by the Engineer is subject to the provisions of the contract between the Employer and the Engineer.
Instructions of the Engineer	3.3	<p><i>Remove the entire text from "If the Engineer or a delegated assistant" to "(as the case may be)", and replace it by the following:</i></p> <p>"Verbal instructions given on Site shall only be binding on the Contractor if recorded by the Engineer or his delegated assistant (as the case may be) in the on-site log book defined under Sub-Clause 4.25."</p> <p><i>Add the following at the end of the Sub-Clause:</i></p> <p>"If such an instruction would in the opinion of the Contractor, acting reasonably:</p> <ul style="list-style-type: none"> (i) Result in possible adverse consequences for, including but not limited to, the quality of the Works and/or the Time for Completion; and/or (ii) Otherwise result in any increase in the Contract Price then: <p>the Contractor shall immediately notify the Employer and the Engineer of the same in writing, and in any event before the Contractor implements the instruction. Following the issue of such notice, the Contractor shall implement the instruction given by the Engineer unless instructed otherwise by the Engineer.</p> <p>Under any circumstances, failure by the Contractor to notify the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims] shall mean that any performance of the Works relating thereto shall be deemed to be solely at the Contractor's risk and cost. The Contractor shall not:</p>

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412

ope-M2082a – SBD Works – V6



Conditions	Sub- Clause	Specific provisions
		have the right thereafter to rely on such circumstances when a claim is made against him by the Employer for any failure by the Contractor to perform the Works in accordance with the requirements of the Contract or by him to the Employer for any relief (which includes, without limitation, any claim for any extension to the Time for Completion and/or for any additional payment) in accordance with the Contract."
Replacement of the Engineer	3.4	<i>Not applicable.</i>
Contractor's General Obligations	4.1	<p><i>Insert the following at the end of the 2nd paragraph:</i></p> <p>"The Contractor commits to meet the AFD's eligibility criteria as listed under Appendix C to the General Conditions."</p> <p><i>Insert the following at the end of the Sub-Clause:</i></p> <p>"If an unsolicited technical alternative, proposed by the Contractor, and approved by the Employer, becomes incorporated under the Contract and includes a change in the design of part or all of the Works, then unless otherwise agreed by both Parties: (i) the Bidder who becomes the Contractor shall design this part, (ii) sub-paragraphs (a) to (d) of the Conditions of Contract Sub-Clause 4.1 shall apply, and (iii) Contract price for this part of the Works shall be a lump sum price."</p>
Contractor's Representative	4.3	<p><i>Delete the 3rd paragraph in its entirety and replace it by the following:</i></p> <p>"The Contractor shall not, without the prior consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement."</p>

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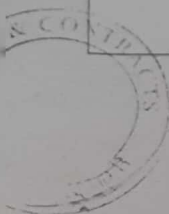
Conditions	Sub- Clause	Specific provisions
Subcontractors	4.4	<p><i>Insert the following at the beginning of the Sub-Clause:</i></p> <p>"The Contractor shall only employ Subcontractors meeting the AFD's eligibility criteria as listed under Appendix C to the General Conditions.</p> <p>In case of failure by the Contractor to comply with this requirement, and irrespective of whether the Engineer has given prior consent under this Sub-Clause, the Contractor shall forthwith cease any business dealing with any ineligible Subcontractor and replace such Subcontractor by an eligible one, all at the Contractor's risk and cost. Otherwise, the Employer, at his own election, shall be entitled to terminate the Contract in accordance with Sub-Clause 15.2 [Termination by Employer]."</p> <p><i>In item (b), replace "Engineer" by "Employer".</i></p> <p><i>If the option for direct payment of Subcontractors has been selected in Sub-Clause 4.4 of the PC, then:</i></p> <p>A Subcontractor named in the Contract or designated after Contract signing with the Engineer's consent may be paid directly by the Employer for work done, and/or supplies or services provided by the said Subcontractor for which the Contractor has not been already paid, if (a) the Employer and the relevant authorities whose approval of the Contract is required so agree, or (b) the Employer's country laws and regulations so require.</p> <p>In such case, the Contractor shall furnish a statement to the Engineer, prior to any commencement of the subcontracted work including the following:</p> <ol style="list-style-type: none"> a) The nature and scope of work or activities intended to be subcontracted; b) The name, registration information and address of the proposed Subcontractor; and c) The payment terms and conditions intended in the subcontract agreement, and the intended amount of the subcontract, including the date of establishment of the price, and if applicable, the modalities for price variation, advance payment, progress payment mechanism, price reductions, bonuses and penalties. <p>Within one (1) month of their receipt the Engineer shall either accept all supporting documents relating to direct payment or reject them in full or in part with justification to the Contractor, failing which the Engineer shall be deemed to have accepted all supporting documents which the Engineer did not explicitly rejected.</p>

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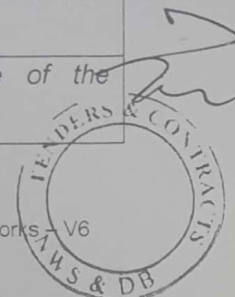
Conditions	Sub-Clause	Specific provisions
Safety Procedures	4.8	<p>Add the following at the end of the Sub-Clause:</p> <p>"These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with."</p>
Protection of the Environment	4.18	<p>Add the following after the last paragraph:</p> <p>"These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with."</p>
Progress Reports	4.21	<p>At the end of item (h), add the following:</p> <p>"Details and dates relating to the personnel deployed through the design and execution to the completion of the Works shall be included in those comparisons."</p> <p>Add the following new item at the end of the Sub-Clause:</p> <p>"(i) matters requested under the ESHS Specifications."</p>
On-Site Log Book	4.25	<p>Additional Sub-Clause:</p> <p>"The Contractor shall maintain on Site a log book, in a form approved by the Engineer and which shall integrate the fields required in the Specification. It will be used to record the Contractor's activities on a daily basis, and any instruction from the Engineer given on Site. The Employer's Personnel shall have the right of access to this document at all times, and one copy of each daily record shall be promptly provided by the Contractor to the Engineer."</p>
Facilities for Staff and Labour	6.6	<p>The last paragraph is deleted in its entirety and replaced by the following:</p> <p>"The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the Site, except with the prior and express Employer's consent. The Employer and/or the Engineer may inspect the living quarters from time to time in order to verify their compliance with the Laws and the Contract. The Contractor shall accordingly grant the Employer and/or the Engineer full access to the living quarters as and when they require."</p>
Health and Safety	6.7	<p>Add the following at the end of the Sub-Clause:</p> <p>"These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with."</p>
Inspection	7.3	<p>In the first sentence of the last paragraph, add:</p> <p>", in accordance with the Specification," after "notice to the Engineer," and before "whenever"</p> <p>In the last sentence of the last paragraph:</p> <p>- Add "within the prescribed period" after "notice", and</p>



0111

415

Conditions	Sub- Clause	Specific provisions
		– Add "risk and" before "cost".
Testing	7.4	<p>Add the following at the end of the 2nd paragraph:</p> <p>"The Contractor shall carry out such further tests as may be required under the applicable Laws and as may be required by the relevant legally constituted public authorities in the Country in order for them to approve the completed Works. Any tests required by the applicable Laws or legally constituted authorities are deemed never to be varied or additional tests and are to be carried out by the Contractor at his risk and expense."</p> <p>In the 4th paragraph, replace "not less than 24 hours' notice" by "24 hours' notice, unless a longer period is indicated in the Specifications."</p>
Commencement of Works	8.1	<p>Insert the following after "Sub-Clause 16.2 [Termination by contractor]" and before ".":</p> <p>"unless the Contractor has caused, or contributed in any respect to, any non-fulfilment of one or all of these precedent conditions."</p> <p>Add the following at the end of the Sub-Clause:</p> <p>"As defined in the ESHS Specifications (if any), no physical work may commence on any Project Area until such time the Contractor has prepared and submitted to the Engineer the Worksite - ESMP, and the annexed EPP corresponding to a Project Area, and the Engineer has approved those."</p>
Extension of Time for Completion	8.4	<p>Replace the first paragraph by the following:</p> <p>"The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that any of the following causes affect his ability to meet the Time for Completion:"</p> <p>Add the following at the end of the Sub-Clause:</p> <p>"However the Contractor's entitlement to an extension of time shall be reduced if and to the extent that the Contractor's failure to use all reasonable endeavours to mitigate any such delay has contributed to the delay.</p> <p>Any extension of Time for Completion granted to the Contractor shall, except where the Contractor is entitled to an increase in the Contract Price in accordance with other provisions of the Contract, be deemed to be full compensation and satisfaction for any loss or damage sustained or to be sustained by the Contractor in respect of the matter or thing in connection with which such extension shall have been granted."</p>
Suspension of Work	8.8	Add the following after the last sentence of the Sub-Clause:



Conditions	Sub- Clause	Specific provisions
		<p>"As an example, and without limitation to other possible causes, any suspension of work caused by any failure from the Contractor to comply with the obligations stated:</p> <ul style="list-style-type: none"> - under the ESHS Specifications (if any), in the event of a level 3 non-compliance; - under Sub-Clause 4.8 as to safety procedures; - under Sub-Clause 4.9 as to the quality assurance; - under Sub-Clause 4.18 as to the protection of the environment; or - under Sub-Clause 6.7 as to health and safety; <p>shall be considered as cause of suspension which is the responsibility of the Contractor."</p>
Delayed Tests	9.2	<p><i>In the 2nd paragraph, add the following in between "21 days" and "after":</i></p> <p><i>", or any other period instructed by the Engineer in accordance with and taking due regard of the Contract,"</i></p> <p><i>In the 3rd paragraph, add the following in between "21 days" and ",":</i></p> <p><i>", or any other period instructed by the Engineer under the former paragraph,"</i></p>
Failure to Pass Tests on Completion	9.4	<p><i>Add the following item d) after item c):</i></p> <p><i>"d) instruct the Contractor to carry out any remedial work, as provided for in Sub-Clause 7.6 [Remedial Work]"</i></p>
Taking Over of Parts of the Works	10.2	<p><i>Add the following at the end of the 3rd paragraph:</i></p> <p><i>"For the sake of clarity, the Defect Notification Period of a part of the Works which has been taken over under this Sub-Clause will expire when the Defect Notification Period of the Works as a whole, or of the Section to which the part is related, as the case may be, will expire. It will then typically be longer than the latter."</i></p>
Works to be Measured	12.1	<p><i>If the option "full Lump Sum" has been selected in Sub-Clause 14.1 of these Particular Conditions, then:</i></p> <p><i>Clause 12 is not applicable.</i></p> <p><i>If the option "a mix of Lump Sum Price Component and Admeasurement Component" has been selected in Sub-Clause 14.1 of these Particular Conditions, replace all text before item (a) in the Sub-Clause by the following:</i></p> <p><i>"The Admeasurement Component of the Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities</i></p>



417

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Conditions	Sub-Clause	Specific provisions
		<p>and other particulars detailing the amounts which he considers to be entitled under the Contract.</p> <p>Whenever the Engineer requires any part of the Admeasurement Component of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:"</p>
Evaluation	12.3	<p><i>If the option "full Lump Sum" has been selected in Sub-Clause 14.1 of these Particular Conditions, then:</i></p> <p>Clause 12 is not applicable.</p> <p><i>If the option "a mix of Lump Sum Price Component and Admeasurement Component" has been selected in Sub-Clause 14.1 of these Particular Conditions, delete the first paragraph in its entirety and replace it by the following:</i></p> <p>"Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the part of the Contract Price attributable to the Admeasurement Component of the Works by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item."</p>
Right to Vary	13.1	<p><i>Add the following sentence at the end of the first paragraph:</i></p> <p>"Variations shall be strictly limited to what is directly related to and necessary for the Permanent Works, and to what falls under the skills, experience and trades of the Contractor."</p>
Variation Procedure	13.3	<p><i>If the option "a mix of Lump Sum Price Component and Admeasurement Component" has been selected in Sub-Clause 14.1 of these Particular Conditions, replace the last paragraph in its entirety and replace it by the following:</i></p> <p>"To the extent that the Variation relates to the Admeasurement Component of the Works, the Variation shall be evaluated in accordance with Clause 12, unless the Engineer instructs or approves otherwise in accordance with this Sub-Clause.</p> <p>To the extent that the Variation relates to the Lump Sum Price Component of the Works, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine adjustments to the Contract Price and the schedule of payments under Sub-Clause 14.4, unless the Engineer instructs or approves otherwise in accordance with this Sub-Clause. These adjustments shall include reasonable profit."</p>

0114

418



Conditions	Sub- Clause	Specific provisions
		<p>and other particulars detailing the amounts which he considers to be entitled under the Contract.</p> <p>Whenever the Engineer requires any part of the Admeasurement Component of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:"</p>
Evaluation	12.3	<p><i>If the option "full Lump Sum" has been selected in Sub-Clause 14.1 of these Particular Conditions, then:</i></p> <p>Clause 12 is not applicable.</p> <p><i>If the option "a mix of Lump Sum Price Component and Admeasurement Component" has been selected in Sub-Clause 14.1 of these Particular Conditions, delete the first paragraph in its entirety and replace it by the following:</i></p> <p>"Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the part of the Contract Price attributable to the Admeasurement Component of the Works by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item."</p>
Right to Vary	13.1	<p><i>Add the following sentence at the end of the first paragraph:</i></p> <p>"Variations shall be strictly limited to what is directly related to and necessary for the Permanent Works, and to what falls under the skills, experience and trades of the Contractor."</p>
Variation Procedure	13.3	<p><i>If the option "a mix of Lump Sum Price Component and Admeasurement Component" has been selected in Sub-Clause 14.1 of these Particular Conditions, replace the last paragraph in its entirety and replace it by the following:</i></p> <p>"To the extent that the Variation relates to the Admeasurement Component of the Works, the Variation shall be evaluated in accordance with Clause 12, unless the Engineer instructs or approves otherwise in accordance with this Sub-Clause.</p> <p>To the extent that the Variation relates to the Lump Sum Price Component of the Works, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine adjustments to the Contract Price and the schedule of payments under Sub-Clause 14.4, unless the Engineer instructs or approves otherwise in accordance with this Sub-Clause. These adjustments shall include reasonable profit."</p>

0114

418



Conditions	Sub- Clause	Specific provisions
		<p><i>If the option "full Lump Sum" has been selected in Sub-Clause 14.1 of these Particular Conditions, replace the last paragraph in its entirety with the following:</i></p> <p>"Upon instruction of approving a Variation, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine adjustments to the Contract Price and to the schedule of payments under Sub-Clause 14.4. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under Sub-Clause 13.2 [Value Engineering] if applicable."</p>
Provisional Sums	13.5	<p><i>Add the following at the end of this Sub Clause:</i></p> <p>"As an exception to the above, the Provisional Sum for the cost of the DB, if any, shall be used to pay the Contractor of the Employer's one-half share of the invoices of the DB for its fees and expenses, in accordance with Clause 20 [Claims, Disputes and Arbitration]. No prior instruction of the Engineer shall be required with respect to the work of the DB. The Contractor shall produce the DB invoices and satisfactory evidence of having paid the entirety of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 [Application for Interim Payment Certificates]. The Engineer's certification of such Statements shall be based upon such invoices and such evidence of their payment by the Contractor. No sum for Contractor's overhead charges and profit shall apply in addition to the DB invoices amounts."</p>
Adjustments for Changes in Legislation	13.7	<p><i>Add the following paragraph at the end of the Sub-Clause:</i></p> <p>"If the Contractor benefits or will benefit from reduced Cost as a result of such changes, the Engineer shall, subject to Sub-Clause 2.5 [Employer's Claims], proceed in accordance with Sub-Clause 3.5 [Determinations], to agree or determine the amount to be deducted from the Contract Price."</p>
Adjustments for changes in costs	13.8	<p><i>Delete Sub-Clause 13.8 and substitute the following:</i></p> <ol style="list-style-type: none"> a) The amounts payable to the Contractor shall be adjusted for rises or falls in the cost of local labour and local materials used to the work by the addition or deduction of the amounts determined by the formula prescribed as below, which is the national adoption stipulated by the Institute of Construction Training and Development (ICTAD) of the Government of Sri Lanka. b) There will be no adjustments for changes in costs due to foreign inputs (materials, labour and equipment or any other inputs or services etc.) c) No price adjustments will be paid for all pipes, fittings & valves and accessories, manhole covers etc.



419

0115

Conditions	Sub- Clause	Specific provisions
		<p>d) The methodology adopted for the computation of the changes of contract price as given in the ICTAD publications is as follows.</p> <p>e) Price adjustment for the current valuation;</p> $F = \frac{0.966 (V - V_{na})}{100} \times \sum \frac{P_x (I_{xc} - I_{xb})}{I_{xb}}$ <p>ABBREVIATIONS:</p> <p>F -Price adjustment for the current valuation Ix -Price index for input X, published by ICTAD Ixb-Base index for input X, published by ICTAD, ie Indices that prevailed one calendar month before the calendar month during which the bids were closed. Ixc- Current index for the X, ie Indices that prevailed for the calendar month after the previous valuation was made (in the case of stipulation that Contractor submits monthly Bills for valuation and payments). Mc-80% of the cost value of materials delivered at site but still to be used on the works, that are being considered in the Statement for the current payment. Mp-80% of the cost value of material delivered at the site but still to be used on the work, that were certified for payment up to the previous bill. Px- Percentage cost contribution of input X. V- Valuation of work done in relation to local cost during the period concerned. Vc- Cumulative value of work done in relation to local cost up to current claim. Vp- Cumulative value of work done up to previous claim. Vna-Value of non adjustable element; The "non adjustable elements" means</p> <ul style="list-style-type: none"> • Day Works (labor, materials & plant) • Extra or additional works carried out by the Contractor on orders of the Engineer and are valued based on the prices prevailing at the time of execution. • Provisional Sums • Lump sum items <p>Vna = Vnac – Vnap</p>

0116

420



Conditions	Sub- Clause	Specific provisions
		<p>Vnac-Cumulative Value of work certified under items specified as non-adjustable element upto the current claim.</p> <p>Vnap-Cumulative Value of work certified under items specified as "non-adjustable element" upto the previous claim.</p> <p>Price adjustment for the current valuation =</p> $\frac{0.966 (V - Vna)}{100} \times \sum \frac{Px (Ixc - Ixb)}{Ixb}$ <p>Where;</p> $V = (Vc + Mc) - (Vp + Mp)$ <p>V_c & M_c = Cumulative value of work & 80% of the cost value of material delivered at site but still to be used on the works respectively, that are being considered in the Statement for the current payment.</p> <p>V_p & M_p = Cumulative value of work & 80% of the cost value of material delivered at site to be used on the work respectively, that were certified for payment up to the previous bill.</p> <p><i>The ICTAD Publication No: ICTAD/ID/07 titled ICTAD Formula method for determining the adjustment to contract sum due to fluctuation in prices may be referenced for details of application.</i></p> <p><i>This is available for purchase at the Institute of Construction Training and Development, "Sausiripaya", Wijerama Mawatha, Colombo 07, Sri Lanka.</i></p> <p>Under this contract the local inputs and the percentages to be applied would be as follows.</p>



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421

0117

Conditions	Sub-Clause	Specific provisions																														
		<p style="text-align: center;">SAMPLE COMPUTATION SHEET FOR PRICE FLUCTUATION INDEX</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name of input X</th> <th style="width: 10%;">Input %</th> <th style="width: 15%;">Base Index (I_{xb})</th> <th style="width: 15%;">Current Index (I_{xc})</th> <th style="width: 35%;">P_x $\frac{(I_{xc}-I_{xb})}{I_{xb}}$</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td>Total percentage considered</td> <td>90.0</td> <td> </td> <td>$\frac{\sum P_x(I_{xc}-I_{xb})}{I_{xb}}$</td> <td> </td> </tr> </tbody> </table>	Name of input X	Input %	Base Index (I _{xb})	Current Index (I _{xc})	P _x $\frac{(I_{xc}-I_{xb})}{I_{xb}}$																					Total percentage considered	90.0		$\frac{\sum P_x(I_{xc}-I_{xb})}{I_{xb}}$	
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Total percentage considered	90.0		$\frac{\sum P_x(I_{xc}-I_{xb})}{I_{xb}}$																													
Contract Price	14.1(a)	<p><i>If the option "a mix of Lump Sum Price Component and Admeasurement Component" has been selected above, replace item (a) in its entirety by the following:</i></p> <p>"(a) The Contract Price is the aggregate of:</p> <ul style="list-style-type: none"> (i) the sum stated in the Letter of Acceptance as being the Lump Sum Price Component of the Works, forming part of the Accepted Contract Amount, and (ii) the sum agreed or determined under Sub-Clause 12.3 [Evaluation] as payable to the Contractor for the Admeasurement Component of the Works, for which a notional amount forming part of the Accepted Contract Amount is stated in the Letter of Acceptance." <p><i>If the option "full Lump Sum" has been selected above, replace items (a) and (b) of the Sub-Clause by the following:</i></p> <p>"(a) The Contract Price shall be the lump sum Accepted Contract Amount and be subject to adjustments in accordance with the Contract;"</p> <p><i>And replace item (c) in its entirety by the following:</i></p> <p>"(c) Any quantities or price data which may be set out in a Schedule shall be used for the purposes stated in the Schedule and may be inapplicable for other purposes."</p>																														
	14.1(d)	If requested by the Engineer, the breakdown of all unit prices shall also be submitted by the Contractor within 28 days from the Commencement Date.																														
	14.1(e)	Add the following new item (e) at the end of the Sub-Clause:																														



Conditions	Sub- Clause	Specific provisions
		<p>"(e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts.</p> <p>Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining."</p>
Application for Interim Payment Certificates	14.3	<p><i>In the first sentence of the first paragraph, replace "six" by:</i></p> <p><i>"one soft (digital) copy and two hard (paper)".</i></p>
Issue of Interim Payment Certificates	14.6	<p><i>Add the following sentence at the end of the first paragraph:</i></p> <p><i>"The Engineer may withhold any amount up to one hundred percent (100%) of the certification at its discretion in the event that the monthly progress report to be submitted with the Contractor's Statement is missing any of the information listed in paragraphs (a) to (h) of Sub-Clause 4.21 [Progress reports]. Such withheld amounts shall be released in the Interim Payment Certificate in the month following the Contractor's submission of the missing information."</i></p>
Payment	14.7	<p><i>Add the following sentence at the end of the Sub-Clause:</i></p>

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Conditions	Sub- Clause	Specific provisions
		<p>"The payment period defined in item (b) above can be suspended for reasons defined in the Contract, in particular in the event of an unresolved level 3 non-compliance specified in the ESHS Specifications if any. Such suspension shall not entitle the Contractor to any additional payment under Sub-Clause 14.8 [Delayed Payment] or otherwise"</p>
Statement at Completion	14.10	<p><i>In the first paragraph, replace "six" by:</i> "one soft (digital) copy and two hard (paper)".</p>
Application for Final Payment Certificate	14.11	<p><i>In the first paragraph, replace "six" by:</i> "one soft (digital) copy and two hard (paper)".</p> <p><i>In the 3rd paragraph, add "by latest 56 days after the receipt of the draft final statement", after "the Engineer shall deliver".</i></p> <p><i>In the 3rd paragraph, add the following sentence before the last sentence:</i> "Failure by the Engineer to deliver such Interim Payment Certificate within that period shall constitute a dispute."</p>
Direct Payments to Subcontractors	14.16	<p><i>If the option "for direct payment of Subcontractors" has been selected in Sub-Clause 4.4 of the Particular Conditions, then:</i></p> <p>"Payment for work by a Subcontractor which is entitled to be paid directly shall be made in accordance with the Contract, or an addendum or amendment thereof.</p> <p>When a Subcontractor is entitled to be paid directly by the Employer, the Contractor must furnish together with the Application for Interim Payment Certificates as per Sub-Clause 14.3 or the Application for Final Payment Certificate as per Sub-Clause 14.11 a statement indicating the amount to be deducted from the Payment Certificate and to be paid directly by the Employer to the said Subcontractor, as well as the various payment currencies and amounts.</p> <p>Payments to the Subcontractor shall be made on the basis of the statement submitted by the Contractor as mentioned here above and as accepted by the Contractor.</p> <p>The aggregate amount of direct payments to a Subcontractor calculated under the conditions prevailing on the month in which the Contract Price was established (the Base Date) may not exceed the amount of the subcontract as shown in the Contract.</p> <p>The Contractor only is entitled to submit the application for Interim or Final Payment Certificate; only claims submitted or transmitted by the Contractor shall be considered.</p> <p>Upon receipt of the Contractor statement requesting direct payment of the Subcontractor, the Employer shall directly</p>

0120

424

ope-M2082a – SBD Works – V6



Conditions	Sub- Clause	Specific provisions
		<p>notify the Subcontractor of the date of receipt and the amounts agreed by the Contractor for direct payment.</p> <p>Direct payments of the Subcontractor must be effected within the time specified in Sub-Clause 14.7 for payment of the Contractor. A notification of the direct payment shall be issued by the Employer to the Contractor and the Subcontractor.</p> <p>Within fifteen (15) days of receipt of the documents supporting a direct payment request from the Subcontractor, the Contractor shall give its agreement or notify its refusal with justification to the Subcontractor, failing which the Contractor shall be deemed to have agreed to whichever supporting documents it did not expressly accept or reject. In case the Contractor does not notify its refusal with justification of a request for direct payment from a Subcontractor or transmit it to the Employer within the time indicated above, the Subcontractor is entitled to send a copy of the request for direct payment directly to the Employer, together with a copy of the proof of receipt of the original by the Contractor.</p> <p>Thereafter the Employer shall (i) promptly request the Contractor to submit evidence within fifteen (15) days that the Contractor rejected the said request for direct payment with justification within the time specified above, and (ii) inform the Subcontractor accordingly. If the Contractor fails to provide the requested evidence within 15 days, the Employer may directly pay the Subcontractor, up to the amount due under payment certificates claimed by the Contractor."</p>
Termination by Employer	15.2	<p>Add the following, after item (f) in the first paragraph:</p> <p>"(g) Substantially fails to comply with the ESHS Specifications."</p>
Valuation at Date of Termination	15.3	<p>Add the following at the end of sub-Clause, after "Contract" and before ".":</p> <p>", except that the Engineer will be under no obligation to consult with the Contractor before making his determination, but may consult with the Contractor at his sole discretion."</p>
Corrupt or Fraudulent Practices	15.6	<p>Add the following at the end of the Sub-Clause:</p> <p>"In addition to the provisions of this Sub-Clause, the Contractor is also bound by the provisions found under Appendix B to the General Conditions, named "Corrupt and Fraudulent Practices Policy – Social and Environmental Responsibility."</p>
Duty to Minimize Delay / renamed as "Duty to Minimize Delay and Cost"	19.3	<p>In the first paragraph, add "and/or Cost, including but not limited to those to the Works," after "delay".</p>

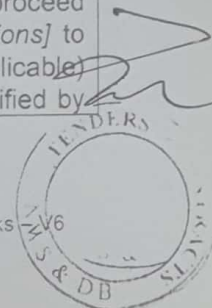
425

0121

Conditions	Sub- Clause	Specific provisions
Optional Termination, Payment and Release	19.6	<p><i>In the 2nd paragraph, replace "the Engineer shall determine" par the following:</i></p> <p>"the Engineer shall proceed in accordance with Sub-Clause 3.5 [<i>Determinations</i>] to agree or determine".</p>
Suspension or termination on the grounds of the Security of the Contractor's Personnel	19.8	<p><i>Additional Sub-Clause:</i></p> <p>"This Sub-Clause is applicable if, and only if, security specifications are included in the Contract.</p> <p>If it believes, acting reasonably, that the physical integrity of its Personnel is seriously and imminently threatened by a danger in the performance of the Contract, the Contractor may decide, without prior notice:</p> <ul style="list-style-type: none"> a) to demobilise its Personnel and Equipment from the area affected by the danger; and b) immediately suspend the performance of all or part of its obligations under the Contract that the demobilisation referred to in sub-paragraph (a) above prevents it from performing. <p>The Contractor shall notify its decision to the Employer, within a maximum period of seven (7) days therefrom, furnish proof thereof and inform the Employer of the foreseeable impact of its decision on the Contract Price and the Completion of the Works, as well as the reasonable measures proposed to mitigate these impacts.</p> <p>The Contractor shall take all reasonable steps to minimise any delay in the performance of the Contract and any Cost resulting from its decision.</p> <p>The Contractor shall continue to perform its contractual obligations that the danger does not reasonably prevent it from performing.</p> <p>If the Contractor suffers delays and/or incurs Costs as a result of its decision, the Contractor shall be entitled to obtain, in accordance with the provisions of Sub-Clause 20.1 [<i>Contractor's Claims</i>]:</p> <ul style="list-style-type: none"> (i) an extension of time for such delay, if completion is or will be delayed, in accordance with Sub-Clause 8.4 [<i>Extension of Time for Completion</i>]; and (ii) the payment of such Costs, including the costs of repairing and replacing Works and/or Goods damaged or destroyed by the danger, provided they are not covered by the insurance policy referred to in Sub-Clause 18.2 [<i>Insurance for Works and Contractor's Equipment</i>]. <p>After receiving this notification, the Engineer shall proceed in accordance with Sub-Clause 3.5 [<i>Determinations</i>] to reach an agreement or determine (1) if and (if applicable) to what extent the Contractor's decision was justified by</p>

0122

425



Conditions	Sub- Clause	Specific provisions
		<p>the circumstances, and (2) the matters described in sub-paragraphs (i) and (ii) above in due proportion.</p> <p>If, due to a danger notified in accordance with the provisions of this Sub-clause, the completion of most of the Works is prevented for a continuous period of eighty four (84) days or for multiple periods exceeding one hundred and forty (140) days, each Party may notify the other Party of the termination of the Contract in accordance with Sub-Clause 19.6 [Optional termination, payment and release]."</p>
Contractor's Claims	20.1	<p>Add the following sentence at the end of the 4th paragraph:</p> <p>"As long as the event or circumstance giving rise to the claim continues having effect, the Contractor shall use all reasonable endeavours to minimise any incurred delay and/or Cost, including but not limited to those to the Works."</p>
Failure to Comply with Dispute Adjudication Board's Decision	20.7	<p>Delete Sub-Clause 20.7 in its entirety and replace it by the following:</p> <p>"In the event that a Party fails to comply with any decision of the DB, whether binding, or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration] for summary or other expedited relief, as may be appropriate.</p> <p>Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference."</p>



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427