



DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF HIGHWAYS, PORTS & SHIPPING

ROAD DEVELOPMENT AUTHORITY

CHINA DEVELOPMENT BANK FUNDED IMPROVEMENT
AND REHABILITATION OF
PRIORITY ROAD PROJECT 3 (PRP3)

CIVIL WORK CONTRACT NO: RDA/RNIP/PRP3/PHASE-1/PACKAGE-2

| Contract Component No. | Description |
|------------------------------------|--|
| RDA/RNIP/PRP3/Phase1/Package-2/C5 | Meegahajandura- Kumaragama Road (0.00 - 8.80 km) |
| RDA/RNIP/PRP3/Phase1/Package-2/C6 | Galle - Udugama Road (0.00 - 35.35 km) |
| RDA/RNIP/PRP3/Phase1/Package-2/C10 | Hiniduma - Opatha - Pitabaddara Road (0.00 - 31.5) - Road Package |
| | Hiniduma - Opatha - Pitabaddara Road (0.00 - 31.5) - Bridge Package |

CONTRACTOR

CHINA NATIONAL AERO - TECHNOLOGY INTERNATIONAL
ENGINEERING CORPORATION (CATIC - ENG)

VOLUME 1

Contract Agreement

Letter of Acceptance

Letter of Tender

Appendix to Tender

*Certified as
True Copy
Pages 01 - 18*

W. T. I. N. TISSERA
Project Director (CDB - PRP 3)
Road Development Authority

DECEMBER 2013

58

VOLUME 1

- (a) The Contract Agreement
- (b) The Letter of Acceptance
- (c) The Letter of Tender
- (d) Appendix to Tender

VOLUME 2

- (e) The Particular Conditions
- (f) The General Conditions of Contract

VOLUME 3

- (g) Technical Specification - Special Provisions and Appendix to Special Provisions
- (h) The Standard Specifications

VOLUME 4

- (i) The Drawings

VOLUME 5

- (j) Scope of Work
- (k) The Preamble to the Bill of Quantities
- (l) The Priced Bill of Quantities and Schedules

VOLUME 1

CONTENTS

| | |
|---------------------------------|-------|
| (a) The Contract Agreement..... | |
| (b) Letter of Acceptance..... | |
| (c) The Letter of Tender..... | |
| (d) The Appendix to Tender..... | |
| PRP3/C5..... | |
| PRP3/C6..... | |
| PRP3/C10..... | |

CONTRACT AGREEMENT

Contract Agreement

THIS AGREEMENT made on the ..9th day of December 2013, between the Road Development Authority, 1st Floor, Sethsiripaya, Battaramulla, Sri Lanka (hereinafter referred to as "the Employer") represented by the Director General, Road Development Authority, 1st Floor, Sethsiripaya, Battaramulla, Sri Lanka, of the one part, and China National Aero-Technology International Engineering Corporation, No. 18, Beicheng Eastern Road, Chaoyang District, Beijing, P.R. China - Sri Lankan Office: 7/7, N.79, Hyde Park Corner, Colombo 02 (hereinafter referred to as "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works, known as Improvement & Rehabilitation of Contract Package No. RDA/RNIP/PRP3/Phase-1/Package-2 should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

| Contract Component No. | Description | Amount (Rs.) |
|------------------------------------|---|--------------------------|
| RDA/RNIP/PRP3/Phase1/Package-2/C5 | Meegahajandura- Kumaragama Road (0.00 - 8.80 km) | 1,172,006,008.70 |
| RDA/RNIP/PRP3/Phase1/Package-2/C6 | Galle - Udugama Road (0.00 - 35.35 km) | 4,641,364,307.45 |
| RDA/RNIP/PRP3/Phase1/Package-2/C10 | Hiniduma - Opatha - Pitabaddara Road (0.00 - 31.5) - Road Package | 4,642,726,906.92 |
| | Hiniduma - Opatha - Pitabaddara Road (0.00 - 31.5) - Bridge Package | 1,620,930,019.23 |
| Total | | 12,077,027,242.30 |

The Employer and the Contractor agree as follows:

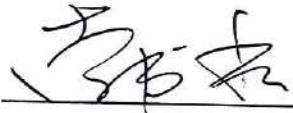
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract Documents referred to.
2. The following documents, listed in the order of priority, shall be deemed to form and be read and construed as part of this Agreement.
 - a) The Contract Agreement
 - b) The Letter of Acceptance
 - c) The Letter of Tender
 - d) Appendix to Tender
 - e) The Particular Conditions
 - f) The General Conditions of Contract
 - g) Technical Specification – Special Provisions and Appendix to Special Provisions
 - h) The Standard Specification
 - i) The Drawings
 - j) The Preamble to the Bill of Quantities
 - k) The Priced Bill of Quantities and Schedules

3. In consideration of the payments to be made by the Employer to the Contractor as indicated 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 executed in accordance with the laws of Sri Lanka on the day, month and year indicated above.

Signed, Sealed and Delivered

by the said:

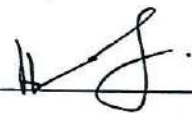


NAME: Suo

On behalf of Contractor

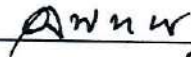


by the said


_____ **R. W. R. PEMASIRI**
Actg. Chairman
Road Development Authority


NAME: R.W.R. Pemasiri

Chairman, Road Development Authority



_____ **O. RATHNAWEERA**
Working Director &
Board Member
Road Development Authority
Board Member, Road Development Authority

On behalf of Employer

IN THE PRESENCE OF:


_____ **Zhuang Lizhou**
Proprietor No. G/30061878
NAME: _____
Address: _____

IN THE PRESENCE OF:


_____ **W A S Weerasinghe**
Director General
Road Development Authority
"Sethsiripaya"
Battaramulla.
NAME: _____
Address: _____

LETTER OF ACCEPTANCE



මාර්ග සංවර්ධන අධිකාරිය
வீதி அபிவிருத்தி அதிகாரசபை
Road Development Authority

"සෙත්සිරිපාය", වත්තරමුල්ල, ශ්‍රී ලංකාව.
 "செத்சிறிபாய", பத்தரமுல்லை, இலங்கை.
 "Sethsiripaya", Battaramulla, Sri Lanka.

මගේ අංකය }
 எனது இல }
 My No. }
 ඔබේ අංකය }
 உமது இல }
 Your No. }
 දිනය }
 திகதி }
 Date }

6th December 2013

China National Aero-Technology International Engineering Corporation
 No. 18, Beicheng Eastern Road,
 Chaoyang District,
 Beijing,
 P.R. China

Dear Sirs,

China Development Bank Funded Priority Roads Project 3 - Phase 1
Contract No. RDA/RNIP/PRP3/Phase-1/Package-2
Letter of Acceptance

1. This is to notify that your Tender dated 28th October 2013 for execution of the works in the following components under the Priority Roads Project 3 - Phase 1 as detailed below for the Accepted Contract Amount of SL Rupees 12,077,027,242.30 (SL Rupees Twelve Thousand Seventy Seven Million Twenty Seven Thousand Two Hundred Forty Two and Cents Thirty only) equivalent to US Dollars 92,152,709.31 (US Dollars Ninety Two Million One Hundred Fifty Two Thousand Seven Hundred Nine and Cents Thirty One Only) excluding VAT is hereby accepted by the Road Development Authority.

| Contract Component No. | Description | Amount (Rs.) |
|------------------------------------|---|--------------------------|
| RDA/RNIP/PRP3/Phase1/Package-2/C5 | Meegahajandura- Kumaragama Road (0.00 - 8.80 km) | 1,172,006,008.70 |
| RDA/RNIP/PRP3/Phase1/Package-2/C6 | Galle - Udugama Road (0.00 - 35.35 km) | 4,641,364,307.45 |
| RDA/RNIP/PRP3/Phase1/Package-2/C10 | Hiniduma - Opatha - Pitabaddara Road (0.00 - 31.5) - Road Package | 4,642,726,906.92 |
| | Hiniduma - Opatha - Pitabaddara Road (0.00 - 31.5) - Bridge Package | 1,620,930,019.23 |
| Total | | 12,077,027,242.30 |

2. Pending the signing of a formal Contract Agreement, your offer referred to above together with this Letter of Acceptance shall form a binding contract between us only upon the Loan Agreement for funding this project has been executed by the Government of Sri Lanka and the Bank extending the Loan which event the RDA would inform in writing.

Telephones :-

Chairman 2862767, Director General 2862795, Working Director 2865779, General Numbers ++94-11-2871821-30
 Additional Director Generals { Projects 2862485, AO&M 2864804, AD 2882194, P&P 2887463 }
 Directorates { Administration 2865245, Engineering Services 2864803, Finance 2864799, Highway Designs 2874024,
 Internal Audit 2865764, Lands 2889350, Legal 2885491, Mechanical 2872273, MM&C 2864804, Planning 2882995,
 Procurement 2787077, Rural Bridges 2623896, R&D 2632649, Training 2869342, Works 2864388 }

3. You are requested to furnish the Performance Security within 28 days of the Loan Agreement between the Government of Sri Lanka (GOSL) and the Bank extending the Loan becoming effective.
4. You are requested to submit a Power of Attorney effective till the expiry of the Defects Notification Period.
5. The contract/component reference numbers allocated are as given hereinabove and shall be quoted in all future correspondence on this Contract.
6. RDA will be represented by the Director General, Road Development Authority in matters connected with the Contract. Your correspondence to the Employer should be addressed to Road Development Authority, 1st Floor, Sethsiripaya, Battaramulla, Sri Lanka.
7. The Engineer for the purpose of the contract will be notified in due course.

Please acknowledge receipt of this letter and advise the date of receipt.

Yours faithfully,


R.W.R. Pemasiri
Chairman
Road Development Authority

cc:

The Auditor General
Secretary, Ministry of Highways, Ports & Shipping
Director General, ERD
Director General, RDA
Commissioner General, Inland Revenue Department
Chief of Sri Lanka Resident Mission, China Development Bank

LETTER OF TENDER

LETTER OF TENDER

NAME OF CONTRACT : Rehabilitation & Improvement of the following
components under Priority Roads Project -3

CONTRACT PACKAGE NO : RDA/RNIP/PRP3/Package II(C5,C6,C10)
(As detailed below)

| <u>Component. Reference No.</u> | <u>Description</u> | <u>Length(kms)</u> | <u>Amount(SLR)</u> |
|-------------------------------------|--|--------------------|--------------------------------------|
| C5 | Meegajadura- Kumaragama | 8.8 | 1,172,006,008.70 |
| C6 | Galle-Udugama | 35.35 | 4,641,364,307.45 |
| C10 | Hiniduma-Opatha- Pitabeddara Construction of Bridges | 31.5 | 4,642,726,906.92 1,620,930,019.23 |

TO : Director General, Road Development Authority,
1st Floor, Sethsiripaya, Battaramulla, Sri Lanka.

We have examined the Condition of Contract, Specification, Drawings, Bill of Quantities, the other Schedules and the attached Appendices for the execution of the above-named works. We offer to execute and complete the works and remedy any defects therein conformity with this Tender which includes all these documents, for the sum of SL Rupees 12,077,027,242.30 (SL Rupees Twelve Billion Seventy Seven Million Twenty Seven Thousand Two Hundred Forty Two And Thirty Cents) or such other sum as may be determined in accordance with the Condition of Contract.

We acknowledge that the Appendix to Tender forms a part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the works as soon as is reasonably practicable after the Commencement Date, and complete the works in accordance with the above named documents within the Time for Completion.

Unless and until a formal agreement is prepared and executed this letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

APPENDICES TO TENDER

**APPENDIX TO TENDER
PRP3/C6**

52

APPENDIX TO TENDER (PRP3/C6)

| <u>Item</u> | <u>Sub- Clause</u> | <u>Data</u> |
|--------------------------------------|--------------------|---|
| Employer's name and address..... | 1.1.2.2 & 1.3 | Name : Road Development Authority Address : 1 st Floor, "Sethsiripaya", Battaramulla. |
| Contractor's name and address..... | 1.1.2.3 & 1.3 | China National Aero-Technology International Engineering Corporation (CATIC - ENG) No. 18, Beicheng Eastern Road, Chaoyang District, Beijing, P.R. China. Sri Lankan Office: 7/7, N.79, Hyde Park Corner, Colombo 02. |
| Engineer's name and address..... | 1.1.2.4 & 1.3 | To be notified in due course. |
| Time for Completion of the Works. | 1.1.3.3 | 30 months |
| Defects Notification Period..... | 1.1.3.7 | 365 days |
| Electronic transmission systems..... | 1.3 | Facsimile followed by confirmed delivery of the Original Copy of the Facsimile |
| Governing Law..... | 1.4 | The law in force is that of the Democratic Socialist Republic of Sri Lanka |
| Ruling Language..... | 1.4 | English |
| Language for communications..... | 1.4 | English |
| Time for access to the Site..... | 2.1 | 07 days after the commencement date |
| Engineer's Duties and Authority.... | 3.1(b) (ii) | Variation resulting in an increase of the Accepted Contract Amount in excess of 0.01% and 2% as the aggregate of such variations shall require approval of the Employer. |
| Amount of Performance Security... | 4.2 | 5% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable. |
| | | The Performance Security shall be an on-demand unconditional Bank Guarantee in the form and from a bank acceptable to the Employer. If the Performance Security is issued by a foreign bank situated outside Sri Lanka, it shall be endorsed by a bank in |

Sri Lanka acceptable to the Employer to make it enforceable in Sri Lanka. This endorsement is unnecessary if the entity that issues the guarantee is an Export Credit Agency of any foreign government or a reputed International Financier acceptable to the Central Bank of Sri Lanka.

| | | |
|----------------------------------|-------------------|--|
| Normal working hours..... | 6.5 | 7.00 a.m. to - 5.00 p.m. (Monday to Saturday) |
| Delay damages for the Works..... | 8.7 & 14.15(b) | 0.05% Per Day of the Accepted Contract Amount |
| Maximum amount of delay damages | 8.7 | 10% of the Final Contract Price |

If there are Provisional Sums:

| | | |
|--|---------|-----|
| Percentage for adjustment of Provisional Sums | 13.5(b) | 15% |
|--|---------|-----|

If-Sub-Clause 13.8 applies:

| | | |
|---|------|--|
| Adjustments for Changes in Cost Table(s) of adjustment data..... | 13.8 | for payments each Month/ [YEAR] in Rupee (currency) |
|---|------|--|

Source of Index (ICTAD Bulletin of Construction Statistics)

| <u>Input ID</u> | <u>Input Name</u> | <u>Input PC</u> |
|-----------------|-------------------------|----------------------|
| M48 | ABC Road Metal | 11.0% |
| P02 | Heavy Equipment | 7.1% |
| M30C | Bitumen 60/70 | 7.9% |
| P01 | Small Equipment | 6.8% |
| P03 | Fuel | 10.0% |
| M07 | Aggregate (Metal) | 8.7% |
| L03 | Unskilled Labour | 6.7% |
| M13 | Reinforcement Steel | 6.3% |
| M8 | Sand | 5.6% |
| M04 | Cement Weighted Average | 5.4% |
| L02 | Semiskilled Labour | 4.9% |
| L01 | Skilled Labour | 4.6% |
| M43 | Precast Items | 2.1% |
| M06 | Rubble | 2.9% |
| | Total | <u>90.00%</u> |

| | | |
|-------------------------------|------------|---|
| The "Non adjustable elements" | 13.8(c)(i) | (i) All items of work listed in Bill No. 01(A): Preliminary and General Items. (ii) All works on Provisional Items or Sums (iii) Works done under Dayworks |
|-------------------------------|------------|---|

5 8

* These values and dates confirm the definition of each index, but do not define Base Date indices.

| | | |
|--|------------|---|
| Total advance payment | 14.2 | 30% of the Accepted Contract Amount |
| Number and timing of instalments. | 14.2 | 03 instalments as in Particular Conditions of contract |
| Currencies and proportions..... | 14.2 | 30% in US\$ 70% in SLR |
| Start repayment of advance payment... | 14.2(a) | See Provision in Sub Clause 14.2 of Particular Conditions of Contract. |
| Repayment amortization of advance Payment..... | 14.2(b) | See Provision in Sub Clause 14.2 of Particular Conditions of Contract. |
| Percentage of retention..... | 14.3 | 10% |
| Limit of Retention Money..... | 14.3 | 5% of the Accepted Contract Amount |
| <i>If Sub-Clause 14.5 applies :</i> | | |
| Plant and Materials for payment When shipped en route to the Site..... | 14.5(b)(i) | Not applicable |
| Plant & Materials for payment when | 14.5(c)(i) | 1. Cement 2. Bitumen 3. Reinforcement Steel 4. Structural Steel 5. Processed Aggregates complying with the relevant specifications. 6. Sand 7. Pre cast items |
| Minimum amount of Interim Payment Certificates..... | 14.6 | 1.5% of the Accepted Contract Amount |
| Currencies of payment..... | 14.15 | |

52

| Currency Unit | Percentage payable in the Currency | Rate of exchange: number of Local per unit of Foreign |
|--------------------------------|------------------------------------|--|
| Local: Sri Lankan Rupees (SLR) | 70% | 1.000 |
| Foreign: US Dollars (US\$) | 30% | The rate of exchange shall be that stipulated for the applicable foreign currency by the Central Bank of Sri Lanka as at 21/10/2013 viz. 1 US\$ = SLR 131.0545 |

| | | |
|---|---------|---|
| Periods for submission of insurance : | | |
| (a) evidence of insurance | 18.1 | within 28 days after date of receiving the notice to commence |
| (b) relevant policies..... | 18.1 | within 28 days after date of receiving the notice to commence |
| Maximum amount of deductibles for Insurance of the Employer's risks.... | 18.2(d) | Sri Lanka Rupees 10 Million |
| Minimum amount of third party Insurance | 18.3 | Sri Lankan Rupees 10 Million |
| Date by which the DAB shall be Appointed..... | 20.2 | 42 days after the Commencement Date |
| The DAB shall be | 20.2 | Three Members |
| Appointment (if not agreed) to be Made by | 20.3 | The President of the Institution of Engineers, Sri Lanka |

**APPENDIX TO TENDER
PRP3/C10**

APPENDIX TO TENDER (PRP3/C10)

| <u>Item</u> | <u>Sub- Clause</u> | <u>Data</u> |
|--------------------------------------|--------------------|---|
| Employer's name and address..... | 1.1.2.2 & 1.3 | Name : Road Development Authority Address : 1 st Floor, "Sethsiripaya", Battaramulla. |
| Contractor's name and address..... | 1.1.2.3 & 1.3 | China National Aero-Technology International Engineering Corporation (CATIC - ENG) No. 18, Beicheng Eastern Road, Chaoyang District, Beijing, P.R. China Sri Lankan Office: 7/7, N.79, Hyde Park Corner, Colombo 02. |
| Engineer's name and address..... | 1.1.2.4 & 1.3 | To be notified in due course. |
| Time for Completion of the Works. | 1.1.3.3 | 30 months |
| Defects Notification Period..... | 1.1.3.7 | 365 days |
| Electronic transmission systems..... | 1.3 | Facsimile followed by confirmed delivery of the Original Copy of the Facsimile |
| Governing Law..... | 1.4 | The law in force is that of the Democratic Socialist Republic of Sri Lanka |
| Ruling Language..... | 1.4 | English |
| Language for communications..... | 1.4 | English |
| Time for access to the Site..... | 2.1 | 07 days after the commencement date |
| Engineer's Duties and Authority.... | 3.1(b) (ii) | Variation resulting in an increase of the Accepted Contract Amount in excess of 0.01% and 2% as the aggregate of such variations shall require approval of the Employer. |
| Amount of Performance Security... | 4.2 | 5% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable. |

The Performance Security shall be an on-demand unconditional Bank Guarantee in the form and from a bank acceptable to the Employer. If the Performance Security is issued by a foreign bank situated outside Sri Lanka, it shall be endorsed by a bank in

Sri Lanka acceptable to the Employer to make it enforceable in Sri Lanka. This endorsement is unnecessary if the entity that issues the guarantee is an Export Credit Agency of any foreign government or a reputed International Financier acceptable to the Central Bank of Sri Lanka.

| | | |
|----------------------------------|-------------------|---|
| Normal working hours..... | 6.5 | 7.00 a.m. to - 5.00 p.m. (Monday to Saturday) |
| Delay damages for the Works..... | 8.7 & 14.15(b) | 0.05% Per Day of the Accepted Contract Amount |
| Maximum amount of delay damages | 8.7 | 10% of the Final Contract Price |

If there are Provisional Sums:

| | | |
|--|---------|-----|
| Percentage for adjustment of Provisional Sums | 13.5(b) | 15% |
|--|---------|-----|

If-Sub-Clause 13.8 applies:

| | | |
|---|------|--|
| Adjustments for Changes in Cost Table(s) of adjustment data..... | 13.8 | for payments each Month/ [YEAR] in Rupee (currency) |
|---|------|--|

Source of Index (ICTAD Bulletin of Construction Statistics)

| <u>Input ID</u> | <u>Input Name</u> | <u>Input PC</u> |
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| P02 | Heavy Equipment | 7.1% |
| M30C | Bitumen 60/70 | 7.9% |
| P01 | Small Equipment | 6.8% |
| P03 | Fuel | 10.0% |
| M07 | Aggregate (Metal) | 8.7% |
| L03 | Unskilled Labour | 6.7% |
| M13 | Reinforcement Steel | 6.3% |
| M8 | Sand | 5.6% |
| M04 | Cement Weighted Average | 5.4% |
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| M43 | Precast Items | 2.1% |
| M06 | Rubble | 2.9% |
| | Total | <u>90.00%</u> |

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| The "Non adjustable elements" | 13.8(c)(i) | (i) All items of work listed in Bill No. 01(A): Preliminary and General Items. (ii) All works on Provisional Items or Sums (iii) Works done under Dayworks |
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| Total advance payment | 14.2 | 30% of the Accepted Contract Amount |
| Number and timing of instalments. | 14.2 | 03 instalments as in Particular Conditions of contract |
| Currencies and proportions..... | 14.2 | 30% in US\$ 70% in SLR |
| Start repayment of advance payment... | 14.2(a) | See Provision in Sub Clause 14.2 of Particular Conditions of Contract. |
| Repayment amortization of advance Payment..... | 14.2(b) | See Provision in Sub Clause 14.2 of Particular Conditions of Contract. |
| Percentage of retention..... | 14.3 | 10% |
| Limit of Retention Money..... | 14.3 | 5% of the Accepted Contract Amount |
| <i>If Sub-Clause 14.5 applies :</i> | | |
| Plant and Materials for payment When shipped en route to the Site..... | 14.5(b)(i) | Not applicable |
| Plant & Materials for payment when | 14.5(c)(i) | 1. Cement 2. Bitumen 3. Reinforcement Steel 4. Structural Steel 5. Processed Aggregates complying with the relevant specifications. 6. Sand 7. Pre cast items |
| Minimum amount of Interim Payment Certificates..... | 14.6 | 1.5% of the Accepted Contract Amount |
| Currencies of payment..... | 14.15 | |

58

| Currency Unit | Percentage payable in the Currency | Rate of exchange: number of Local per unit of Foreign |
|--------------------------------|------------------------------------|--|
| Local: Sri Lankan Rupees (SLR) | 70% | 1.000 |
| Foreign: US Dollars (US\$) | 30% | The rate of exchange shall be that stipulated for the applicable foreign currency by the Central Bank of Sri Lanka as at 21/10/2013 viz. 1 US\$ = SLR 131.0545 |

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| Periods for submission of insurance : | | |
| (a) evidence of insurance | 18.1 | within 28 days after date of receiving the notice to commence |
| (b) relevant policies..... | 18.1 | within 28 days after date of receiving the notice to commence |
| Maximum amount of deductibles for Insurance of the Employer's risks.... | 18.2(d) | Sri Lanka Rupees 10 Million |
| Minimum amount of third party Insurance | 18.3 | Sri Lankan Rupees 10 Million |
| Date by which the DAB shall be | | |
| Appointed..... | 20.2 | 42 days after the Commencement Date |
| The DAB shall be | 20.2 | Three Members |
| Appointment (if not agreed) to be Made by | 20.3 | The President of the Institution of Engineers, Sri Lanka |