GOVERNMENT OF THE DEMOCRATIC SOCIALIST
REPUBLIC OF SRI LANKA

MINISTRY OF WATER SUPPLY AND DRAINAGE
NATIONAL WATER SUPPLY & DRAINAGE BOARD

IMPROVING COMMUNITY BASED RURAL WATER SUPPLY AND SANITATION IN
POST CONFLICT AREAS OF MANNAR AND TRINCOMALEE DISTRICTS

NORTH EAST WASH PROJECT FUNDED BY AUSTRALIAN AGENCY FOR INTERNATIONAL
DEVELOPMENT (AUSAID) THROUGH WORLD BANK

GRANT NUMBER: TF010773

TENDER DOCUMENT OF INVITATION FOR ASSIGNMENT OF WATER SUPPLY AND
ENVIRONMENTAL ENGINEER FOR MANNAR DISTRICT

CONTRACT NUMBER: AGM (RWS)/MANNAR/CONSULTANCY/2012/01

DEPARTMENTAL PROCUREMENT COMMITTEE
NATIONANL WATER SUPPLY & DRAINAGE BOARD
GALLE ROAD
RATMALANA

FEBRUARY 2012
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GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

TENDER DOCUMENT OF INVITATION FOR ASSIGNMENT OF WATER SUPPLY AND ENVIRONMENTAL ENGINEER FOR MANNAR DISTRICT

NORTH AND EAST PILOT WASH PROJECT FOR POST – CONFLICT RESETTLEMENTS

CONTRACT NUMBER: AGM (RWS)/MANNAR/CONSULTANCY/2012/01

Invitation Letter

The Chairman, Department Procurement Committee, National Water Supply and Drainage Board (NWSDB), Galle Road, Ratmalana will receive applications from individual qualified persons for Water Supply and Environmental Engineer for the above project in Mannar district.

Project scope, terms and condition and works to be carried out under the above assignment is given in the attached TOR.

Herewith we are sending the tender document including Terms of References (TOR) and if you are interested to work in the above project, Sealed application of tender may be either dispatched by registered post or hand delivered to the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana to receive on or before …………. hrs on …………….. the closing time. Late application of tenders will be rejected.

The period for the assignment is 16 months.

For further details, please contact the Assistant General Manager (Rural Water Supply), NWSDB, Galle Road, Ratmalana on telephone number 011 - 2605328 or 011 - 2638999 or facsimile number 011-2605349.

Chairman
National Water Supply and Drainage Board
Galle Road, Ratmalana.
Sri Lanka
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
NATIONAL WATER SUPPLY AND DRAINAGE BOARD
TENDER DOCUMENT OF INVITATION FOR ASSIGNMENT OF WATER SUPPLY AND ENVIRONMENTAL ENGINEER FOR MANNAR DISTRICT
NORTH AND EAST PILOT WASH PROJECT FOR POST – CONFLICT RESETTLEMENTS

CONTRACT NUMBER: AGM (RWS)/MANNAR/CONSULTANCY/2012/01

Interest of Submission of Individual Consultancy

To: The Chairman, Department Procurement Committee
National Water Supply & Drainage Board, Galle Road, Ratmalana.

Gentleman,

1. Having examined the Tender Document including TOR for the execution of the above-named Works, I the undersigned, offer to execute and complete such Works therein in conformity with the aforesaid TOR in accordance with the Tender Conditions.

2. I undertake, if my offer is accepted, to commence the Works as stipulated in the Tender, and to complete the whole of the Works within the time stated in the Tender.

3. We understand that you are not bound to accept my offer you may receive.

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

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

Witness :
Signature
………………………………………………………………………………………………..
Name
……………………………………………………………………………………………
Address
……………………………………………………………………………………………

4
TERM OF REFERENCE FOR WATER SUPPLY AND ENVIRONMENTAL ENGINEER

NORTH AND EAST PILOT WASH PROJECT FOR POST-CONFLICT RESETTLEMENTS (NEP-WASH)

1. Background of the Project

a) The government of Sri Lanka will undertake the community-based rural water supply and sanitation project in post-conflict areas of Mannar and Trincomalee with the financial assistant from Australian Agency for International Development (AUSAID). This project is managed by the World Bank Colombo office on behalf of AUSAID.

The financial plan of this project is US$ 2.01 million from the grant from AUSAID, Rs 40 million from Government of Sri Lanka and Community contribution for labor and land for the construction of pipe distribution system and sanitation facilities. Duration of this project is 24 months.

b) The Project Development Objective is to increase accessibility to safe and sustainable pipe borne water supply and sanitation to complement post-conflict housing reconstruction interventions in a selected number of rural communities within two districts of the northern and eastern provinces of Sri Lanka. In doing so, the project will also pilot viable mechanisms to strengthen institutional systems to deliver local level WASH services, eventually generating lessons and replicable models to contribute to the overall improvement of hygiene practices and to the overall quality of life of communities of returnees.

c) The primary beneficiaries of the pilot project would be the selected communities within the district of Mannar in the Northern Province and the district of Trincomalee in the Eastern Province. Key institutional stakeholders are also set to benefit through capacity building.

d) It is expected that women will particularly benefit from this project as they are typically entrusted with the collection of water often from distant sources and is the larger consumer given their household functions. Additionally, amongst the beneficiaries of NEHRP, 12% in Mannar district and 5% in Trincomalee district are women headed households.
e) Expected output of the project are;

(i) Approximately 3,000 rural households provided with safe drinking water
(ii) 900 poor rural households provided with new sanitary latrines
(iii) Technical Assistance and training of NWSDB District RWS Units in Mannar and Trincomalee, participating Local Authorities (LAs), Water User Associations (WUA)
(iv) Awareness creation on sanitation and hygiene of participating communities
(v) Implementation support for NWSDB and LAs

f) Implementation Arrangement:

The Ministry of Water Supply and Drainage (MWSD) will be the Project’s Executing Agency. The National Water Supply and Drainage Board (NWSDB) through its Rural Water Supply (RWS) Section will be the Project’s implementing agency. Project Implementation at District level will be managed and coordinated by NWSDB District RWS Units in respective district under the guidance and direction of respective Deputy General Manager (Regional Support).

g) Assignment of an Engineer

The Engineer will work together with the NWSDB through staff of the NWSDB RWS Section Head Office and District RWS Units support project implementation and capacity development.
2. Scope of Work of the Project

Component A: Physical Infrastructure Investments

The project will finance a major proportion of the capital costs for provision of water supply for twelve beneficiary communities (i.e. subprojects) of the North East Housing and Reconstruction Programme (NEHRP). The beneficiaries represented by the Water User Association (WUA) would choose the level of service required depending on affordability and technical feasibility from a range of scalable technical options. However, it is expected that most communities would required for house connections; each subproject providing between 200 to 300 connections, a total of approximately 3000 households. The infrastructure standards will be designed to accommodate an additional 20% of households, to accommodate future expansion without incurring major capital expenditure.

The type of terrain requires pumping from sources either from surface water or groundwater from deep wells. Therefore, availability of electricity is critical. It is envisaged that approximately 12 projects could be undertaken by the pilot of which 10 projects would utilize grid electricity. As an experiment, two projects would use solar powered pumps (one project per district) to establish the practicability of employing solar power for water supply systems for communities that do not have access to grid electricity. The solar powered projects are expected to be smaller in scale to reduce construction costs and O&M risks.

All major works (civil and electro-mechanical) will be contracted out which includes the Over Head Tanks (OHT), water intakes, pump houses, installation of pumps (two pumps for alternate use), pumping mains and main supply and distribution lines. The beneficiaries are required to provide unskilled labour for the cutting of trenches for placing distribution lines and house connections. The community will be fully trained and be made responsible for the operation and maintenance of the system. This would be undertaken by the NWSDB in consultation with the Pradeshiya Sabhas.

As the cost of connection may not be affordable for the conflict affected communities, it will be subsidised by 50% and the balance be recovered by monthly instalments added to the water bills of the first year or as considered appropriate by the WUAs for their respective communities. Tariff system will be appropriately structured to cover O&M costs including replacement cost of parts for up to 10 years.
The sanitation incentive grant would be established and managed and monitored by the Local Government body (PS). The beneficiaries of NEHRP already have toilets built under the project. It is expected that the non beneficiary population will be approximately 30% of the population requiring about 900 units to be constructed in total in the twelve communities. The grant will be made available to all non NEHRP beneficiaries in the village to ensure total sanitation coverage.

The beneficiaries of the sanitation incentive will be provided funds a 50% grant and a 50% loan for the construction of an owner driven latrine unit. The subsidy would incentivize persons to obtain the facility to construct the latrines. The terms of the repayment of the loan would be decided by the WUA and concurred by the PS. The PS is expected to train the WUA on the programme for latrine construction. All of the existing households that do not have latrines would be included in the first batch of beneficiaries; therefore expecting 100% sanitation for existing households.

**Component B: Strengthening of local agencies**

Support will be provided to the National Water Supply and Drainage Board’s RWS Units and the Local Governments (Pradeshiya Sabhas) for the implementation of the project. Activities to be financed under this component include:

Technical assistance and training to increase the capacity of implementing entities, including the central and district RWS divisions of NWSDB, the participating Pradeshiya Sabhas, and the Water User Associations. These would take the form of both residential and onsite training under the guidance of reputed resource persons with experience in RWS and decentralised service delivery.

The training objectives would be, (i) to enable Local Authorities to plan for and monitor local water supply systems in partnership with the WUAs; (ii) form the WUAs consisting of both NEHRP beneficiaries and non-beneficiaries and subsequently (iii) construct water supply and sanitation schemes, conduct publicity and awareness campaigns.

The program will also include in-situ training and capacity building to WUAs to allow them to assume their project management responsibilities and to encourage effective use and maintenance of completed systems.
In addition to assisting in the physical infrastructure works, the awareness creation on sanitation and hygiene will also be undertaken. This includes health and environment education to populations in participating communities to promote improved hygiene and water related practices.

These would be undertaken in the form of workshops and training sessions throughout the duration of the project with the community and this would enable them to transfer knowledge on a routine basis. Additionally, there will be workshops conducted specifically for women.

**Component C: Program Management**

Support will be provided to the National Water Supply and Drainage Board and the Local Governments (Pradeshiya Sabhas) for the implementation of the project. Activities to be financed under this component include:

Provision of Information and Communication Technology equipment to NWSDB, PSs and the WUAs to enhance monitoring and evaluation. These would include computers, printers and fax machines.

Creating a Management Information System (MIS) appropriately designed for NWSDB, PSs and WUAs for monitoring and evaluation; operation and maintenance and to enable transfer of information. A straightforward software to gather and process data for project management will be developed. The MIS system could be replicated for use outside of the pilot project area.

**Component D: Documentation**

Documentation of pilot experience and key lessons, will be carried out as an integral part of the pilot project to ensure that it creates the foundation for future replication and scaling up, with necessary improvements (if any).

3. **Key Indicators**

The achievement of the development objectives of the pilot project will be measured by the key performance indicators listed below:

a. The number and percentage (disaggregated by gender) of population in the project area that has access to pipe borne water delivery point, within 200 meters of the place of residence, with the quality and quantity standards set by the project.
b. The number and percentage increase in the number of households (disaggregated by gender of head of household) that has access to latrines within their own compound.

c. Number and percentage of target villages achieving total sanitation coverage;

d. Number of WS&S related WUAs registered and active in the project villages, as measured also by the collection rate of users.

e. Number of Pradeshiya Sabhas (PS) that are actively engaged in the overall implementation of Water Supply, as measured by the number of PSs that develop viable WS&S plans (including monitoring systems) for their respective PSs.

f. Number of schemes with Service Providers (NWSDB, PS, WUAs, etc).

4. Role of an Engineer

4.1 Required Expertise and Inputs

Detail breakdown of the type of Water Supply and Environmental Engineer and individual inputs is given in Table 1. Specific tasks of the sub-teams and expertise required are given in the following paragraphs.

Table 1:

<table>
<thead>
<tr>
<th>Position</th>
<th>Per person months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Supply and Environmental Engineer (for Mannar)</td>
<td>16</td>
</tr>
</tbody>
</table>

4.2 Specific Terms of Reference

*Water Supply and Environmental Engineer*

<table>
<thead>
<tr>
<th>Position</th>
<th>Qualification</th>
<th>General Experience</th>
<th>Project Related/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Supply and Environmental Engineer</td>
<td>Qualified Graduate Engineer in the field of Civil Engineering</td>
<td>Not less than 05 years experience in the field of water supply and sanitation project in Sri Lanka</td>
<td>Minimum of 2 years experience out of 05 year experiences in Environmental and Construction projects</td>
</tr>
</tbody>
</table>
4.3 The specific tasks include;

- Work closely with DRWS Unit and RWS Section in appraising sub project plans and technical and environmental aspects of selected water supply and sanitation sub projects activities.

- Engage with the environmental aspects of selected water supply and sanitation sub projects activities at least 50% of working time and responsible for solving the environmental issues encounter in sub projects.

- Preparation of feasibility reports and necessary document for getting approval from PAC (Project appraisal committee)

- Design of Rural Water Supply Schemes under the project and proposed technology should be appropriate to manage the rural community.

- Preparation of bidding documents according to WB guide lines for water supply contracts.

- Design and implementation of appropriable sanitation facilities.

- Supervision and monitoring of water supply contracts including WUA contracts.

- Closely coordinate and assist RWS Units and Local Government technical staff to improve implementation

- Regularly visit sites for quality control, monitoring and reviewing progress

- Coordinate with the Environmental Specialist in WB local office.

- Preparation of monthly, Quarterly and Annual reports for project activities and All reports shall be submitted with soft copy and hard copy format

- Be responsible for the overall implementation and management of environmental safeguards under WASH as defined in the ESMF. Provide
overall policy/technical guidance to the project and WUAs on ESMF implementation.

- Prepare additional technical guidelines, if necessary, to support the ESMF in order to ensure effective implementation of environmental safeguards

- Develop, organize and deliver environmental training programs and workshops for the members of the WUAs, relevant LA members contractors, field supervision staff of WASH and other implementing agency officials (who would be linked to the operation of these schemes), as needed, in order to enhance their knowledge and skills in applying environmental safeguards during project implementation and operation.

- In Particular, work closely with the WUAs and the NWSDB and provide necessary technical support to facilitate the implementation, management and monitoring of environmental safeguards

- Ensure that the WUAs with assistance from the project carry out relevant assessments in a timely manner, as specified in the ESMF: (i) preliminary environmental screening for each sub-project (each water supply scheme), using the checklist provided, as soon as the project conceptual design and scope have been defined (ii) detail environmental Management Plans for each sub-project based on risks identified.

- Facilitate and forge close institutional links between the WUAs and other relevant organizations in charge of local services, water supply, sanitation, etc. that will help the long-term sustainability of the schemes.

- Ensure relevant EMP provisions are included in the design; and EMPs are included in the bid documents; and condition on compliance with EMP is included in the contractor’s agreement.

- Visit the sub-project sites regularly with the WUAs to monitor project implementation by the Contractors
• Promote community participation in the process of planning, management and monitoring of environmental impacts of sub-projects; provide guidelines on community participation in environmental monitoring to the WUAs

• Ensure consistency of safeguard documents with national environmental regulations; obtain necessary clearances from local environmental/regulatory authorities for sub-projects, where applicable.

• Ensure compliance with EMPs during the construction period and maintain close co-ordination with the site engineer of the implementing agency and the Environmental focal point of the contractor.

• Prepare and submit monthly environmental monitoring and implementation progress reports to the PMU; report to NWSDB and WB on the overall environmental performance of the project as part of PMU’s periodic progress reporting.

• Ensure adequate public consultation during environmental screening and EA/EMP preparation; encourage community participation in sub-project planning, management and monitoring

• Ensure public complaints relating to nuisance and inconvenience caused by sub-project implementation are addressed with corrective action and adequately documented

5 Office, Equipment and Transport

Work location for the above Water Supply and Environmental Engineer is district RWS unit in Mannar district. NWSDB will provide office space including furniture, office equipments, and necessary stationeries for Water Supply and Environmental Engineer. Transport that he/she may require for the execution of the work will not be provided by the NWS&DB.

Per diem of 20 days including travelling for official works by their own vehicle and subsistence will be paid at the rate of Rs.1500.00 per day
6 FORMAT OF CURRICULUM VITAE (CV) FOR WATER SUPPLY AND ENVIRONMENTAL ENGINEER

Name:

Profession: 

Date of Birth: 

Nationality: 

Membership in Professional Societies: 

Detailed Tasks Assigned: 

**Key Qualifications:**

*Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*

**Education:**

*Summarize college/university and other specialized education, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*

**Employment Record:**

*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*

**Languages:**

*For each language (Tamil and English is essential) indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.*

**Certification:**
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of Individua Consultant]  

Date: Day/Month/Year
7 Selection Criteria

Number of marks will be given according following selection criteria and selection in descending order of the marks

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Marks</th>
</tr>
</thead>
</table>
| 01     | **Qualifications**  
Degree in Civil Engineering – 20 marks  
Post graduate diploma in Environmental Science and Engineering – 5 marks  
Master degree in Environmental Science and Engineering – 5 marks | 30 |
| 02     | **Specific experiences of field of Engineering**  
Experiences 5-7 years - 20 marks  
Experiences 8-10 years - 25 marks  
Experiences more than 10 years - 30 marks | 30 |
| 03     | Minimum of 2 years experience out of above experiences in construction projects | 20 |
| 04     | Ability to working in Sinhala, Tamil and English languages  
All three languages - 20marks  
Two languages, English/Tamil – 15marks  
English/Sinhala – 15marks | 20 |
8 Terms of Payments

This contract is fixed priced contract and price escalation shall not be applicable. Payments in respect of the Services shall be made as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate of payment per month per Engineer</td>
<td>Rs 100,000.00</td>
</tr>
<tr>
<td>Number of months</td>
<td>16</td>
</tr>
<tr>
<td>Total of monthly payments for 16 months period</td>
<td>Rs 1,600,000.00</td>
</tr>
<tr>
<td>Subsistence payments per day(max^ \text{m} \text{ 20days})</td>
<td>Rs 1500.00</td>
</tr>
<tr>
<td>Rate to include the his own transport cost for official visits and subsistence payment, maximum of 20 days per month</td>
<td></td>
</tr>
<tr>
<td>Subsistence payments for 16 months</td>
<td>480,000.00</td>
</tr>
<tr>
<td>Subsistence payments should not exceed 20 days per month</td>
<td></td>
</tr>
<tr>
<td><strong>Total contract value</strong></td>
<td><strong>2,080,000.00</strong></td>
</tr>
</tbody>
</table>

(a) Any advance payment is not applicable to this contract
(b) EPF and ETF will not be paid under this contract.
(c) Engineer shall submit the monthly progress according to works to be done under TOR at the end of each month and monthly payment( total contract value/ service period- months) will be made within fifteen days after submission of monthly progress reports. Retention shall not be considered for this contract.
(d) The Employer shall cause the payment of the Engineer statements within fourteen (14) days after the receipt by the Employer of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Engineer, the Employer may subtract the difference from any subsequent payments.
(e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been
submitted by the Engineer and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such thirty (30)-day period, gives written notice to the Engineer specifying in detail deficiencies in the Services, the final report or final statement. The Engineer shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated.

9 Contract Termination Procedure


10 Applicable Law for the contract

The Law that applies to the contract is the Law of Democratic Socialist Republic of Sri Lanka.
This AGREEMENT, is made and entered into on this ..............day of........ Two Thousand and ...............by and between National Water Supply and Drainage Board, a corporate body duly established under the provisions of the National Water Supply and Drainage Board Act No.2 of 1974 and having its Head Office at Ratmalana in Sri Lanka (hereinafter called “the Employer”) or “the Board”) of the one part and Messrs .................. (Hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desires that the Contractor execute ...................................................
..............................................................................................................................
..............................................................................................................................[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of TOR hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. The documents forming the Contract shall be interpreted in the following order of priority:

   (1) Agreement,
(2) Term of reference (TOR) including

• Payment procedure and conditions

• Contract termination procedure

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Chairman ............................................
Board Member ............................................

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

Witnesses

1. Signature ...............................  2. Signature :

............................................
Name : ...............................  Name : ...............................
Address : ...............................  Address : ...............................
For and on behalf of the Contractor: signed by the said
……………………………………in the capacity of
……………………………………… ......................... and/or duly
authorized to sign this contract agreement for and on behalf of .....

……………………………………………………………… (Block Letters)

Witnesses

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