## 

***REVISED ON 11-11-2021***

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST**

**REPUBLIC OF SRI LANKA**

**MINISTRY OF WATER SUPPLY**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………………………….**

**CONTRACT NO.:**

**NWSDB/……/CP/…../HDPE/GOSL/2021/……..**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**GALLE ROAD**

**RATMALANA**

**SRI LANKA**

**November 2021**

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2.1 LETTER OF INTENT (LOI)

*[For MPC]*

…………………….

….th ……. 2021

…………………………….

…………………………….

…………………………….

Dear Sirs,

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………….**

**CONTRACT NO.: NWSDB/……./CP/………./HDPE/GOSL/2021/…….**

**Letter of Intent**

This has reference to the above contract.

You have been selected to award the above Contract by Ministry Procurement Committee of the Ministry of Water Supply.

Draft Contract Agreement is attached herewith.

Employer - National Water Supply & Drainage Board

Contract Amount - LKR ……………………& US$.....................

Contract Period - …… Days from the start date.

Advance payment - 20% of the Initial Contract Price excluding Provisional Sums and

Contingencies upon production of an Advance Payment Guarantee

Start Date - 14 Days from the date of formal Letter of Acceptance.

If you wish to accept this Contract, please submit the duly signed Form of Bid attached herewith together with your work programme to Assistant General Manager (Tenders & Contracts) within 14 Days from the date hereof. You are also requested to complete and submit the Appendix 1-9 herewith.

Please acknowledge the receipt of this letter by return fax. (Fax 011-2635885).

Please contact Deputy General Manager, (……..…), Engineer’s Representative of this project on telephone number ………………………… for further information on this Contract.

Your’s Faithfully,

**Eng. Thilina S. Wijetunga**

**General Manager**

**(NWS&DB)**

***Copy***:

1. Addl. GM ( ………… /P&P/WSP)
2. DGM (…………) – Please confirm the availability of pipes to issue formal Letter of Acceptance (LOA)
3. AGM (T&C/PPMU/P&S)

**2.2 LETTER OF ACCEPTANCE (LOA)**

**Regd. Post**

Ms. ……………………………………….

……………………………………………

……………………………………………

Dear Sirs,

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………….**

**CONTRACT NO.: NWSDB/……./CP/………./HDPE/GOSL/2021/…….**

**Letter of acceptance**

We are pleased to inform you that the Supply and Delivery of HDPE Pipes, Fittings, Specials and Accessories on the above tender, amounting to ……………………………………………………….……………………………………………………………………(……………..……….) has been accepted.

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

HDPE Pipes, Fittings, Specials & Accessories shall be from M/s…………..……………… or M/s……………………………………..… or M/s …………………………….………..

Inspection and Testing of goods shall be carried as per **Clause 8** of General Conditions of Contract with respect to quantity, quality and loading prior to shipment and certificates should be forwarded to ……………………………….

All Pipes and fittings under this contract shall be delivered to the Project sites before ………… *(Specify the date according to the Construction Programme)* as per the approved Construction Programme for ………………………………….(*Specify the relevant Laying Contracts.)*

The Liquidated Damages for any delay beyond the above period shall be as Specified in the **Clause 24.1** of Contract Data and the limit of liquidated damages shall not be exceeded 10% of the Contract Price.

Performance Security in the form of demand guarantee in the prescribed format (a copy annexed) from a recognized bank operating in Sri Lanka approved by the Central Bank of Sri Lanka for an amount of 10% of the total Contract Price valid for a period of 28 Days beyond the contract period shall be submitted within 14 Days from the date hereof. Performance Security shall be denominated in the currency of contract and proportionate to the each currency.

Please acknowledge receipt of this letter by a return fax and make arrangements to sign the Agreement by prior appointment with the Asst. General Manager (Tenders & Contracts) within 28 Days.

Engineer’s Representatives of this contract are Deputy General Manager (……………….).

Please contact Deputy General Manager (………………) on Tele No. …………… for further action on this contract.

**National Water Supply & Drainage Board**

**General Manager**

Cc: 1. Secretary, Ministry of Water Supply

1. Auditor General – Duplicate offer and a copy of the Procurement Committee

decision attached.

1. Addl. General Manager (WSP/……………….)
2. Deputy General Manager (……….)
3. Deputy General Manager (………..)
4. Deputy General Manager (Finance)
5. Deputy General Manager (IA)
6. AGM, Procurement Planning & Monitoring Unit

9. Stores Copy

**3. FORM OF BID**

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF WATER SUPPLY**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………...**

**CONTRACT No.:**

**NWSDB/………/CP/………./HDPE/GOSL/2021/……..**

**FORM OF BID**

The Chairman,

Ministry Procurement Committee,

Ministry of Water Supply,

No. 35, ”Lakdiya Medura”

New Parliament Road,

Pelawatta,

Battaramulla, Sri Lanka.

I/We, the undersigned, having authority to sign this Bid and having read and fully acquainted myself/ourselves with the contents of the Information and Terms and Conditions of Bid and Delivery Schedule pertaining to the above Bid, along with Bills thereto, do hereby undertake to Supply & Delivery of Goods and Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid price of ……………………………………………………….

…………………………………………………………………… **(……….……….)**  (excluding VAT) *.* The make-up of the aforesaid total Bid Price is given in our Performa Invoice dated …………………...

I/We attach hereto the following documents as part of my/our Bid.

1. Duly completed sections 1 to 14 of Bid Documents.

2. Performance Security.

3. Duly filled Appendices.

4. Any other document.

I/We declare that the Photostat copies of documents and certificates submitted as part of my/our Bid are true copies of such documents and certificates. Also in case of ISO 9001: 2015 certificate, and Product conformity certificate (s) as listed in the specifications I/we confirm that I/we have verified that the certificate issuing authority has accreditation to issue same and materials offered conform to the ISO 9001: 2015 certificate and the specified product standard certificates.

I/We undertake to adhere to the Delivery Schedule given in the Contract Data.

My/Our Bank Reference is as follows: ...........................................................…………..........................

...………..........................................................................................................…………...........................

Signature of Bidder : ....................................................................................……………….......…...

Name of Bidder : ................................................................................………….................

Address : ..............................................................................................………

Capacity : ……………………………………………………………………

Telephone Number : ...............................................................................................………

Facsimile Number : .....................................................................…………........................

Date : ....................................................................................………………

**Witnesses**

1. Signature : ....................................................................................………………

Name :- ................................................................................................………

Address : .................................................................................................………

Capacity : …………………………………………..

2. Signature :.....................................................................................………………

Name :- ................................................................................................………

Address :…………..............................................................................................

Capacity ………………………………………………………

**4. CONTRACT AGREEMENT**

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

## MINISTRY OF WATER SUPPLY

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………...**

## CONTRACT NO.:NWSDB/………/CP/………./HDPE/GOSL/2021/……..

**CONTRACT AGREEMENT**

Contract Agreement made and entered into between the National Water Supply and Drainage Board, a corporate body duly established under the provisions of the National Water Supply and Drainage Board Law No. 2 of 1974 and having its Head Office at Ratmalana in Sri Lanka (hereinafter sometimes referred to as "the Board") of the one part and Messrs …………… .........................…………………………………………………………………..….which duly incorporated under the laws of Democratic Socialist Republic of Sri Lanka and having registered its office at………....................................................................................................... ..............................................................................…………................................. (hereinafter called "the Supplier" which term of expression shall where the context so requires or admits mean and include its successors and permitted assigns) of the other part.

WHEREAS the Board is desirous of entering into a contract with the Supplier for the supply and delivery of **HDPE Pipes, Fittings, Specials and Accessories for …………………..** at locations as specified in the Delivery Schedule and has accepted a Bid by the Supplier for the execution and completion of such works.

AND WHEREAS the Bills of Quantities, Specifications, General Conditions of Contract, Contract Data, and Instructions to Contractor describing the Works to be done have been prepared by the Board and the same have been signed by the parties hereto.

NOW it is hereby agreed as follows:

1. For the consideration hereinafter mentioned the Supplier shall, upon and subject to the conditions hereto annexed, complete the Works referred to in the said Bills of Quantities and in the said specifications and Conditions of Contract to the entire satisfaction of the Board and to suit the construction programme of the related Laying Contracts as specified in the Contract Data on or before……………………….………………............. ...…….................... ..……. ……………………………….………………… subject to extras, omissions and variations to be determined by the Engineer as hereinafter provided.

2. The said General Conditions of Contract, the said Specifications, the said Bills of Quantities, Instructions to Contractors, Contract Data and Schedule of Particulars and Form of Bid, all duly signed by the Board and the Contractor shall for all purposes where so ever be read, regarded and construed as part and parcel of the Agreement.

3. The Contractor will be paid for the said execution of the Works the sum of Foreign Currency …………………………………………………………............................(in words) ...............…………………………….....………………………………… (in figures) and Sri Lanka Rupees ……………………….………………………………… ……..……………..............................……………………………………… (in words) (Rs. ….................................………...................(in figures) hereinafter sometimes referred to as the “Contract Price” or such other sum as shall become payable hereunder according to the terms of the Contract.

4. As security for the due and proper performance and fulfillment of this contract and for the due payment of all claims to which the Board may be entitled hereunder, the Contractor hereby undertakes to maintain to the Board with a Guarantee in favour of the Board from a Bank approved by the Engineer as surety in the sum of Rupees........……….…………………………………..................…………………………….…..……………………..………......... (Rs. ………..........................) which said Performance Guarantee shall remain in force and shall not be discharged until the Engineer shall have granted a Final Certificate to the effect that the Contractor has duly discharged and completed all his obligations under this contract and that there is no sum whatever due to the Board at the date of such Final Acceptance Certificate under this Contract.

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

Signed by the said Nishantha Ranatunga, Chairman, National Water Supply and Drainage Board and Nimal R. Ranawaka, Vice Chairman of the National Water Supply and Drainage Board at Rathmalana on the…………………….. .........................day of ………………..………........................ Two Thousand Twenty One and ………………………………… …….…………..

………………………………………… ………………………………………

Nishantha Ranatunga Nimal R. Ranawaka

Chairman Vice Chairman

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

WITNESSES

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

Name :………………………… Name :…………………………….…

Address .................................. Address ...........................…………

...............................… ..............................……….

Capacity …………………………. Capacity …………………………….

Signed by the said .............................................................................. in the Capacity of ....................................................................................................................., of ……………………………………………………… (name of the company) at ......…......................……………………......……………………… on the ……..................................................... day of ................................ Two Thousand and.………………....................................

...............................

Signature of Supplier

WITNESSES

Signature1 :....................……….. Signature 2 : …….......................

Name :……………………….. Name :………………………

Address ................................. Address ............................…

................................. ...........................…

Capacity ………………………. Capacity …………………

**5. INSTRUCTIONS TO CONTRACTORS**

**INSTRUCTIONS TO CONTRACTORS**

(1) **Scope of Contract**

Import and Supply HDPE Pipes, Fittings, Specials and Accessories for ………………………………………………………… (*Specify the Laying Contracts*) according to the construction Programme of the said Contracts at the rates and prices given in the Bill of Quantities as per NWSDB specification.

(2) **Eligibility of Bidders**

Eligible bidder is one who satisfies all the following requirements

2.1 (a) The Bidder shall provide ISO 9001: 2015 Quality Management System requirement certificate for Quality Assurance for the goods manufacturing factory from an accredited agency. Accredited Agency shall be a member of International Accredited Forum (IAF) and shall have the authority for the accreditation of mentioned goods in their scope of accreditation. Scope of the production shall be clearly specified in the certificate. Manufacturer shall maintain the validity of this certificate during the contract Period. If the supply is made from several factories, ISO 9001: 2015 certificates for quality management system requirement shall be submitted for each factory.

(b) The Bidder shall provide certificates for the conformity of goods for the

standards given in the specifications in section – 8 (Relevant ISO or BS/BSEN Standards) of the bidding document from an Accredited Agency, Accredited Agency shall be a member of International Accredited Forum (IAF) and shall have the authority for the accreditation of mentioned goods in their scope of accreditation, valid at the time of awarding the contract. Manufacturer shall maintain the validity of this certificate during the Contract Period.

(c) The Bidder shall provide a certificate for the confirmation from WRAS (UK) or NSF International laboratories for the suitability for the drinking water purposes.

(d) The Bidder shall submit a certified copy of business registration with the Registrar of Companies.

(e) The Bidder shall not be disqualified/ Blacklisted by NWSDB/ NPA.

(f) Bidder shall have proof of authorization for the signatory to bid.

1. Bidder shall duly filled and signed in the Form of Bid.
2. The Bidder shall submit a letter issued by the pre-qualified Manufacturer/s (Refer Appendix – 10 for the latest pre-qualified manufacturer’s list) or their Local Agents assuring supplying of Pipes and Fittings for the relevant contracts from their pre-qualified factory.

**(3) Qualifications of Bidders**

3.1 (a)

(i) Manufacturer shall be a NWSDB pre-qualified manufacturer having qualified to provide the HDPE pipes & fittings

1. HDPE Pipes and Fittings shall be from same Manufacturer. If Pipes and Fittings from different Manufacturer, the bidder shall submit a guarantee in the form given in Appendix 1 to confirm that;
   * + - 1. The pipes, fittings and rubber rings supplied under this contract match and fit properly and adequately each other allowing for no leaks.
         2. The Bidder will unconditionally under take to replace unacceptable / rejected materials within a pre-determined time period with no additional cost to the NWSDB ensuring the timely implementation of the Project.
         3. The Bidder will unconditionally undertake that the Nominated Inspection Agency issue a certificate ensuring that HDPE pipes and fittings inspected shall fit properly and adequately to ensure leak proof pipe line Installation under all working conditions upon shipment.

3.1 (b) Funds required for this contract is available under **Consolidated Fund (“Water for All”).**

**6. GENERAL CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**

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**GENERAL CONDITIONS OF CONTRACT**

**1** **Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "Award of Contract" means the formal acceptance of bid by the Purchaser incorporating any adjustments or variations to the Bid agreed between the Purchaser and the Supplier.

(b) "Bills of Quantities" means the completed and priced Schedule of Prices with corrections as per **Clause 25** of Instructions to Bidders, in any or any part or individual schedule thereof, submitted by the Supplier with his bid and forming a part of the Contract documents.

(c) "Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Agreement Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

(d) "Contract Price" means the price acceptable by the Purchaser under the Contract for the full and proper performance of his contractual obligations;

(e) “Contract sum” means the price payable to the Supplier under the contract for the full and proper performance of his contractual obligations.

(f) “Contract Period” means as specified in the **Contract Data.**

(g) "Contract Agreement" means the obligations agreed between the

Purchaser and the Supplier.

(h) "Contractor” or “Supplier" means the person or persons, firm or firms, company or companies who have contracted for supply of the Goods and provision of the services under this Contract.

1. "Drawing" means all the drawings and information provided by the Purchaser or the Engineer to the Contractor under the Contract.
2. “Employer’s authorized representative” is the Chairman of National Water Supply and Drainage Board, Galle Road, Ratmalana.
3. “Final Acceptance Certificate” means the certificate that shall be issued by the Engineer to the Contractor upon the satisfactory completion of the contract by the Contractor.
4. "Goods" means all materials which the Supplier is required to supply to the Purchaser for the due performance of his contractual obligations under the Contract.
5. "Months" shall mean calendar months.
6. "Performance Security" means the “performance guarantee” to be provided by the Supplier in accordance with **Sub-Clause 7.3** hereof for the due performance of the Contract.

(o) "Purchaser" or the “Employer” or the “Board” means the National Water Supply and Drainage Board.

(p) "Rs. or SL Rs.or LKR" shall mean Sri Lanka Rupees.

(q) "Services" means services ancillary to the supply of the Goods, such as transportation, insurance, and any other incidental services, such as storing, stacking provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;

(r) "Site" means the place or places to which goods are to be delivered.

(s) "The Chairman" shall mean the officer for the time being holding the office of or acting as the Chairman, National Water Supply and Drainage Board.

(t) "The Contract Documents" shall mean the Contract Data, Instructions to Contractors, Schedule of Particulars, the General Conditions of Contract, the Form of Bid, the Specifications, Bills of Quantities, Addenda, Articles of Agreement and their annexures, Securities and Guarantees, Appendices.

1. "The Government" shall mean the Government of the Democratic Socialist Republic of Sri Lanka.
2. "The Procurement Committee" shall mean the Procurement Committee appointed for the purpose of determining the Bid.
3. "The Rates" shall mean the rates fixed by the NWSDB through the rate contracts to import and supply HDPE pipes, fittings, specials and accessories to NWSDB.
4. “Works" means the supply and delivery of Goods and provision of the Services.
5. "Variation" shall mean any alteration of the description of any item in the Bills of Quantities or of the Specifications which in the opinion of the Engineer, is required for the perfect completion of the works outlined in the Agreement.
6. Accredited Agency shall be a member of International Accredited Forum (IAF) and shall have the authority for the accreditation of mentioned goods in their scope of accreditation.

1.2 **Interpretation**

Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.

Words importing the singular only also include the plural and vise versa where the context so requires.

Words importing masculine gender shall also include the feminine gender and vise versa where the context so requires.

1.3 **Written Communications**

Wherever in the Contract provision is made for a communication to be "written" or "in writing, this means any hand-written, type written or printed communication, including facsimile transmission.

1.4 **Periods**

In these Conditions "day" means calendar day “month” means calendar month and "year" means calendar year.

**2.** **Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

**3.** **Engineer and Engineers' Representative**

3.1 The Engineer is the General Manager of National Water Supply & Drainage Board who is the person authorised by the Purchaser to administrate the Contract on behalf of the Purchaser.

3.2 The Engineer may delegate to such person or persons such of the powers, directions and authorities vested in him as he may think fit. Such person (referred to as "the Engineer's Representative") will be named in the **Contract Data**.

**4**. **Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, BOQ notes and BOQ. When no applicable standard is mentioned, the Goods shall conform to the authoritative standard appropriate to the country of origin of goods and such standards shall be the latest issued by the concerned Institution.

**5.** **Use of Contract Documents and Information**

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in para 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in para 5.1 hereof shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

**6.** **Patent Rights**

6.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

**7.** **Performance Security**

7.1 Within 14 Days after the Supplier's receipt of notification of acceptance of the Contract by the Board, the Supplier shall furnish Performance Guarantee (unconditional) encashable on demand to the Purchaser in the amount of 10% of the Contract Price in the format of performance guarantee included in the Bidding Document and shall be issued from any one of the following forms as stated below.

1. A Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
2. A Sri Lanka Rupee cash deposit to the National Water Supply and Drainage Board, Sri Lanka.
3. A certified cheque or a bank draft issued by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka in favour of the National Water Supply and Drainage Board, Sri Lanka.
4. 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.

**The term “confirmed” in relation to bank guarantee 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.**

7.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract.

7.3 The Performance Security shall be denominated in the currency of the Contract and shall be submitted in the format provided in the Bid document.

7.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 28 Days following the date of completion of the Supplier's performance obligations, including any testing and acceptance by the Engineer, under the Contract.

**8. Inspections and Tests for Goods**

8.1 The Purchaser or his representative shall have the right to inspect and/or to test the Goods for their conformity to the Contract. The **Contract Data** of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes. Equipment for testing to be provided by factory.

8.2 The inspections and tests may be conducted on the premises of the Supplier or his subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Supplier or its subcontractor(s), presence of 3rd party inspection agency (from one of the Independent Inspection Agencies listed in the **Clause 8.5** hereof) jointly, all reasonable facilities and assistance including access to drawings and production data, originals of product conformity, Quality Management system and other certificates shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of charge to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's stores shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the delivery of Goods or Goods' shipment from the country of origin, in case of importing.

* 1. The Employer requires the goods to be supplied under this contract shall conform to the requirements given in Section 8. The Supplier shall obtain the Certificates of Inspection for the specific requirement of this contract document carried out by an Authorized Accredited Agency which is a member of International Accreditation Forum (IAF) acceptable to the Employer. The Authorized Accredited Agency shall have the authority for the accreditation of mentioned goods in their scope of accreditation.

8.6 On the acceptance of the Award, the Purchaser shall inform directly to the inspection authority with a copy to Supplier, the specific requirements including deviations accepted by the purchaser, if any, to be tested. The payment to the Inspection Authority has to be made directly by the Supplier on production of test reports.

8.7 Nothing in **Clause 8.0** shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.8 The Supplier shall obtain the consent of the Engineer to ship the goods to be imported for the Works or to deliver such materials and plant to the site. Applications for such consent to ship shall be accompanied by manufacturer’s test certificates and certificates of inspection prescribed in the Contract or agreed with the Engineer. Application shall be made so as to give the Engineer a reasonable time to deal with such applications.

8.9 Nominated Inspection Agency shall carryout inspection and testing during Manufacturing process, after Manufacturing and at any time prior to shipping and shall confirm that goods are in conformity with specifications included in the contract document. He shall submit his inspection report to the Employer including all items given in the Terms of Reference (TOR) for the Nominated Inspection Agency which is included in the contract document as Appendix – 5.

8.10 Any inspections carried out by Inspection Agencies shall not relieve the Contractor of his obligations under the Contract.

**9.** **Packing**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to **Clause 18** hereof in any subsequent instructions ordered by the Purchaser.

9.3 The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper indelible paint as follows:

1. National Water Supply & Drainage Board, Sri Lanka.
2. Contract No.
3. Description of Goods.
4. Country of Manufacture of Goods.
5. Suppliers' Name.
6. Packing List Reference No.

**10.** **Delivery and Documents**

* 1. Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile or e-mail the full details of the shipment including Contract Number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall courier the following documents to Purchaser, with a copy to the Insurance Company.
     1. Copies of the Supplier’s invoice showing description of Goods, quantity, unit price, total amount and HS Code Number.
     2. 3 copies of clean on-board bill of lading marked freight prepaid.
     3. 3 Copies of packing list identifying contents of each package and measurements.
     4. Manufacturer’s/Supplier’s warranty certificate as per **Clause 15** hereof and as given in Appendix – 7.
     5. Inspection certificates, issued by the nominated inspection agency and the Pre-shipment Inspection Team, where applicable.
     6. Manufacturer’s Inspection and Test Certificate.
     7. Certificate of origin.

viii) Certificate of conformity to the standards specified in the specifications.

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port and, if not received; the Supplier will be responsible for any consequent expenses.

10.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the **Contract Data**.

**11.** **Insurance**

* 1. The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation from the manufacturing plant to the site, storage and delivery.
  2. The Supplier shall effect such insurance jointly in his own and in the name of the Purchaser.
  3. All insurance under this Contract shall be executed by a reputed insurance Company/Corporation registered under Insurance Board of Sri Lanka.

**12.** **Transportation**

12.1 Contractors shall be required to indicate separately the freight charges on vessels own by any shipping line that the Contractor intended to deliver Goods. Before opening of Letter of Credit, the Purchaser shall obtain the freight charges from Ceylon Shipping Corporation Ltd (CSCL), Sri Lanka. If the Freight charges offered by the CSCL is less than that of the successful contractor, then Letter of Credit shall be opened on FOB basis and CSCL shall under take carriage of goods. If the Freight charges offered by CSCL is higher than that of successful contractor, then Letter of Credit shall be opened on C&F basis.

12.2 The Contractor shall be required to meet all transport and storage expenses until delivery to the destination as specified in the **Clause 10.2** hereof.

12.3 Contractor shall be held responsible for their crews use for unloading,, stacking at purchaser’s stores and he shall obtain prior permission from the Engineer for the crews used for unloading at strategic unloading locations in high security zones.

**13.** **Incidental Services**

13.1 The Supplier shall provide any or all of the following services, without any extra cost to the Purchaser.

(a) Furnishing of tools required for assembly and/or maintenance of the supplied Goods.

(b) Furnishing of a detailed installation, operations and maintenance manual for each appropriate unit of the supplied Goods.

(c) Conduct training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, operation, maintenance and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for the preceding incidental services, shall be included in the Contract Price for the Goods.

**14.** **Spare Parts**

14.1 The Supplier shall be required to provide the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract;

(b) The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as Gaskets, Plugs, Bolts, Nuts and Washers etc.

(c) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blue-prints, drawings and specifications of the spare parts, if and when requested.

**15. Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless otherwise provided in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 36 months after the Goods, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract unless specified otherwise in the **Contract Data**.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15.6 The Manufacturer shall submit the warranty for all materials/goods supplied by him for 36 months in the form given in Appendix 7.

**16. Advance payment**

16.1 The Board will pay advance payment on the Contract Price subject to a maximum amount, as stated in the **Contract**  **Data.** The Advance Payment Guarantee shall be a bank guarantee in the format of advance payment Guarantee included in the bidding document and shall be issued from any one of the following forms;

1. A Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
2. A Sri Lanka Rupee cash deposit to the National Water Supply and Drainage Board, Sri Lanka.
3. A certified cheque or a Bank draft issued by a bank operating in Sri Lanka approved by the Central Bank of Sri Lanka in favour of the National Water Supply and Drainage Board, Sri Lanka.
4. 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.

**The term “confirmed” in relation to bank guarantee 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.**

**17.** **Payment**

* 1. **Documents to be submitted**

The following documents shall be submitted by the Supplier to the Purchaser when making request(s) for payment at different stages of payment as follows.

(i). On requesting Advance Payment

1. Written request for payment of mobilization advance in the form of a tax invoice.

(b) A Bank Guarantee for Mobilization advance payment to the equivalent amount in the form prescribed in the bidding document.

(c) A Performance Guarantee.

(ii). On Delivery to Site

(a) Supplier’s tax invoice based on the BOQ and showing description of Goods delivered, quantity, units, amount and total amount.

(b) Manufacturer’s test certificate. (Original)

(c) Manufacturer’s Warranty. (Original)

(d) Inspection and test certificates, issued by one of the Independent Inspection Agencies listed in the Contract Document.

(e) Certificate of Standard for pipes and fittings issued by the relevant institution of Standards specified in the specifications.

(f) Inspection certificate issued by the Engineers’ Representative or his Authorized Officer.

(g) Copy of Freight pre paid Bill of Lading.

(h) Copy of Invoice.

(iii) On final Acceptance by the Engineer

(a) Supplier’s request for balance payment in the form of a tax invoice.

(b) Copy of Final Acceptance Certificate issued by the Engineer.

Engineer’s representative should carefully go through these documents and inspect all delivered goods at site prior to approving payments and he should be fully satisfied with the quantity, quality, unloading stacking and etc. of goods at site prior to approve the payments.

17.2 Method of Payment

The payment for Goods and Services under the different stages in Clause 16.1 hereof, shall be made as follows;

1. **Letter of Credit**

The Contractor shall establish an irrevocable Letter of Credit for the foreign component quoted in accordance with **Clause** **18.1** General Conditions of Contract less the local agency commission which will be paid to the local agent in Sri Lanka Rupees.

The Bidder shall be responsible for clearing the material from port, transport delivery and staking of the materials at the stores as prescribed in the Delivery Schedule.

**(B) Terms of Payment**

Engineer’s Representative should carefully go through specified documents in the payment schedule and inspect all delivered goods at site prior to approving payments and he should be fully satisfied with the quantity, quality, unloading stacking and etc. of goods at site prior to approve the payments.

i. **Local Component**

1. 90% of the total Local Component of the contract price less Agent’s commission shall be paid on delivery and stacking of the goods at site in compliance with the contract.
2. The balance 10% of the total Local Component of the Contract price less Agent’s commission shall be paid within 60 days (sixty) after the materials have been accepted by the Engineer.
3. The Agent’s Commission shall be paid on acceptance of all the materials and equipment delivered to site.

ii**. Foreign Component**

Engineer’s Representative should carefully go through the documents requested for payments and inspect all documents at the initial payments for foreign component and inspect all delivered goods at site prior to approving for final payments and he should be fully satisfied with the quantity, quality, unloading, stacking and etc. of goods at site prior to approving the final payment.

Payments with respect to the foreign component shall be made in foreign currency or currencies agreed under the contract under a Letter of Credit which will be opened in favour of manufacturers through a local bank as follows:

1. 75% of the foreign component shall be paid on production of all the documents as detailed in Clause 10 hereof. If the item shipped is only a part of that in the Bill of Quantities 75% of the foreign component of that portion only will be payable.
2. The balance 25% shall be paid within 60 (sixty) days after satisfactory delivery and stacking of materials at Employer’s stores site, on production of a Final Acceptance Certificate issued by the Engineer.
3. Mode of Payment

The amounts due to the Supplier in terms of the contract shall be paid to the Supplier by the Purchaser in the following manner.

1. In respect of payment due in Sri Lanka Rupees, by a cheque in favour of the Supplier.
2. In respect of payments due in foreign currency through an irrecoverable Letter of Credit established by the Purchaser.

Payment shall be made by the Purchaser within 14 days after the certificate of an invoice/claim.

**18**. **Pricing**

18.1 Prices offered in the Bid shall be firm and not subject to variation on any account.

18.2 The Bidder is required to supply all items in the relevant Bill/s in the BOQ.

18.3In pricing the items of the Bills of Quantities, the bidder shall cover himself and will be deemed to have covered himself for:

a) All services and goods which according to the true intent and meaning of the contract may be reasonably inferred as necessary for completion of delivery of the goods in sound condition to the Stores which is specified in Contract Data.

b) All the duties, obligations, liabilities and responsibilities which the Contract documents place upon the bidders in connection with or in relation to the Contract.

c) All costs arising out of inspection except inspection as per **Clause 8.5** of General Condition of Contract testing, packing, transportation, clearing, loading, unloading, stacking, shipping line charges, warehouse rent, port chargers, any demurrages, import license fees cost of insurance from the manufacturer’s plant to the purchaser’s stores, Agents Commission if any and other minor expenses and charges to complete the supply of pipes, fittings, accessories and other materials in conformity to bidding document.

d) Cost of accessories not specifically listed, but necessary for proper completion.

(e) Any taxes as stated in the **Clause 33** hereof.

1. All costs including all taxes and duties and other charges imposed outside Sri Lanka on raw materials, production, manufacturing, sales, transport and any other cost that may be incurred of all goods.

18.4 **If Bidders are registered for the purpose of VAT**, they should indicate the amount of VAT claimed separately in the Bidding Documents, in addition to the value of the Bidding, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement to pay the VAT amount.

If any Bidder is not registered for VAT, he should indicate the value of the Bid in Bidding Documents. Under this category Bidder should obtain a letter from the Commissioner of Inland Revenue Department certifying that his Company has not been registered for VAT and that letter should be attached to the Bidding Document.

**19.** **Change Orders**

19.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to **Clause 32** hereof, make changes within the general scope of the Contract in any one or more of the following:

(a) Drawings, designs or specifications, where Goods to be furnished under the Contract which are to be specifically manufactured for the Purchaser.

(b) The method of shipment or packing.

(c) The place of delivery; or

(d) The Services to be provided by the Supplier.

19.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any part of the Works under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or Delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

**20**. **Contract Amendments**

20.1 Subject to **Clause 19** hereof; no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**21**. **Assignment**

* 1. The Supplier shall not assign, in whole or in part, his obligations to perform under the Contract, except with the Purchaser's prior written consent.

**22.** **Subcontracts**

22.1 The Supplier shall not Subcontract whole of the Works. Except where otherwise provided by the contract, the Supplier shall not subcontract any part of the Works without the prior consent of the Engineer. The Supplier however, not require such consent for purchase of materials or to place Contracts for minor details or for any part of the Works of which the manufacturer is named in the Contract.

The Supplier shall be responsible for the acts, defaults and neglects of any subcontractor, his agents or employed as fully as if they were the acts, defaults or neglects of the Supplier, his agents or employees.

* 1. The Supplier shall guarantee that, any and all subcontractors of the Supplier, appointed for the performance of any part of the Works under the Contract, will comply fully with the Terms and Condition of the Contract applicable to such part of the work under the Contract.

**23.** **Delays in Supplier's Performance**

23.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in **Clause 10** hereof.

23.2 If at any time during the performance of the Contract, the Supplier or his subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

23.3 Except as provided under **Clause 26** hereof, a delay by the Supplier in the performance of his delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **Clause 24** hereof, unless the extension of time is agreed upon pursuant to **Clause 23.2** without the application of liquidated damages.

**24**. **Liquidated Damages**

24.1 Subject to **Clause 25** hereof, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to his other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to that stated in the **Contract Data**, for each day of delay until actual delivery or performance, up to a maximum deduction of (10%) of the Contract Price.

24.2 If a portion of goods to be delivered is delayed, the liquidated damages shall be deducted only for the delayed portion of goods, until actual delivery or performance up to a maximum of 10% of the contract Price.

* 1. Once the maximum is reached, the Purchaser may consider termination of the Contract with encashing the Performance Security and recovering any other damages incurred by him.

**25**. **Termination for Default**

25.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause 23** hereof; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c). The Contractor/Supplier has engaged in corrupt or fraudulent practices, in competing for or in executing the contract.

25.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to **Clause 25.1**, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**26.** **Force Majeure**

26.1 Notwithstanding the provisions of **Clauses 23, 24 and 25** hereof, the Supplier shall not be liable for forfeiture of his Performance Guarantee, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the Contract is the result of an event of Force Majeure.

26.2 For purposes of this clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, unseasonal floods, epidemics, quarantine restrictions and freight embargoes.

26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**27.** **Termination for Insolvency**

27.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**28.** **Termination for Convenience**

28.1 The Purchaser, may by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for his convenience.

The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Works under the Contract is terminated, and the date upon which such termination becomes effective.

28.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

**29. Resolution of Disputes**

29.1 **Amicable settlement**

29.1.1 Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance be attempted to be resolved by way of amicable settlement by the purchaser and the supplier.

* + 1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
    2. If after thirty (30) Days from the commencement of such informal negotiation the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanism stated in **Clause 29.2** herein. These mechanisms may include, but not restricted to, condition mediated by a third party, adjudication in an agreed national forum and/or arbitration.

29.2 **Dispute Adjudication Board ( DAB)**

29.2.1 Appointment of the Dispute Adjudication Board (DAB)

Any dispute of whatever nature arising out of or in relation to this agreement shall be referred to a "Dispute Adjudication Board (DAB) for decision The Parties shall appoint a DAB.

The DAB shall comprise, three suitably qualified persons (“the members”), who shall be professionals experienced in the type of Works and with the interpretation of contractual documents, one of whom shall serve as chairman.

Each of the Parties shall appoint one member to serve on the Dispute Adjudication board (DAB). The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as the chairman.

The agreement between the Parties and each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these Contract Data, with such amendments as are agreed between them.

The terms of the remuneration of the three members, including the remuneration of any expert whom the DAB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire when the Issuing Final Acceptance Certificate.

29.2.2 Failure to Agree on the Composition of the Dispute Adjudication

Board.

If any of the following conditions apply, namely:

1. Either Party fails to nominate a member of a DAB by such date,
2. The Parties fail to agree upon the appointment of the third member (to act as chairman) of the DAB by such date, or
3. The Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment.

Then Institute for Construction Training and Development (ICTAD) shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DAB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the expenses / disbursements incurred by (ICTAD).

29.2.3 Obtaining Dispute Adjudication Board’s Decision.

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DAB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

The DAB shall be deemed to have received such reference on the date when it is received by the chairman of the DAB.

Both Parties shall promptly make available to the DAB all such additional information, further access to the Site, and appropriate facilities, as the DAB may require for the purposes of making a decision on such dispute. The DAB shall be deemed to be not acting as arbitrators(s).

Within 84 days after receiving such reference, or within such other period as may be proposed by the DAB and approved by both Parties, the DAB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DAB’s decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DAB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 Days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

In either event, this notice of dissatisfaction shall state that it is given under this Sup-Clause, and shall set out the matter in dispute and the reasons(s) for dissatisfaction. Except as stated in **Sub-Clause 29.2.4** [Failure to Comply with Dispute Adjudication Board’s Decision] and **Sub-Clause 29.2.5** [Expiry of Dispute Adjudication Board’s Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DAB’s decision, then the decision shall become final and binding upon both Parties.

29.2.4 Failure to Comply with Dispute Adjudication Board’s Decision.

In the event that a Party fails to comply with a DAB decision which has become 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 29.3** [Arbitration]. **Sub-Clause 29.2.3** [Obtaining Dispute Adjudication Board’s Decision] shall not apply to this reference.

* + 1. Expiry of Dispute Adjudication Board’s Appointment.

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DAB in place, whether by reason of the expiry of the DAB’s appointment or otherwise:

1. **Sub-Clause 29.2.3** [Obtaining Dispute Adjudication Board’s Decision] shall not apply, and
2. the dispute may be referred directly to arbitration under **Sub-Clause 29.3** [Arbitration].

29.3 **Arbitration**

Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred to by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof. Venue of the arbitration shall be Colombo, Sri Lanka.

**30.** **Governing Language**

30.1 The governing language for the Contract is English Language. Subject to **Clause 30** hereof, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English and the language for day to day communication is English.

**31. Applicable Law**

* 1. The Contract shall be interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

**32. Notices**

32.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party’s address given in the **Contract Data**, or any other address notified by either party for the purpose of this clause.

32.2 A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later.

**33**. **Taxes and Duties**

33.1 **Foreign Taxation**

The Supplier’s rates and prices shall include all taxes, duties and other charges imposed outside Sri Lanka on the production, manufacture, sale and transport of all the goods.

33.2 **Local Taxation**

The Contract price shall include all duties other than duties mentioned in sub **Clause 33.4,** business taxes, income and other taxes that may be levied according to the laws and regulations of the Democratic Socialists Republic of Sri Lanka in being as of the date, in the Purchaser’s country on the goods and services supplied under the Contract. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in the Purchaser’s country on profits made by him in respect of the Contract.

33.3 **Income Taxes on Staff**

The Supplier’s Staff, personnel and labour will be liable to pay personnel income taxes in the Purchaser’s Country in respect of such of their salaries and wages as are chargeable under the laws and regulations of the Democratic Socialists Republic of Sri Lanka for the time being in force, and the Supplier shall perform such duties imposed on him by such laws and regulations.

33.4 **Custom Duties, Cess and VAT**

Custom dues and import license fees levied on the goods supplied under the Contract shall be paid by the Purchaser directly to the Department of Customs on production of Certified Custom Entries by the Supplier. Local Accredited Agency shall pay Sri Lanka Port Authority (SLPA) chargers. Any other charges, warehouse rent, demurrages, etc shall be borne by the Contractor.

National Water Supply & Drainage Board is a VAT registered institution according to Value Added Tax Act No. 14 of 2002. The VAT registration number of NWSDB is 4090 31820 7000. The contractors who are VAT liable shall issue VAT invoices specifically stated as ‘TAX INVOICES’ to NWSDB including their VAT registration numbers and showing bill amounts and applicable VAT separately along with the requests for payments. The date of TAX INVOICE shall be within 28 days of work done.

1. **Final Acceptance**

Upon successfully completion of the supply & delivery as per **Clause 1** of Instructions to Contractors (ITC), the contractor shall request the Engineer to issue a Final Acceptance Certificate for the satisfactory completion of the Supply & Delivery of Goods as per the contract and the Engineer shall issue the Final Acceptance Certificate upon being satisfied that the Contractor has fulfilled all obligations as per the contract.

**7. CONTRACT DATA**

* **GENERAL**
* **DELIVERY SCHEDULE**
* **PAYMENT SCHEDULE**

The Contract Data is a part of General Conditions of Contract and should be read in conjunction with the General Conditions of Contract.

If there is a discrepancy found in the General Conditions of Contract and the Contract Data, the Content in the Contract Data shall supersede the Content in the General Conditions of Contract.

Contract Data

Contract Data is a part of Condition of Contract and shall be read together. If any discrepancy is founds content of the Contract Data shall supersede the Conditions of Contract.

# General

**Clause Reference Number**

### General Conditions of Contract

1.1 (f) The “Contract Period” or the “Delivery Period” shall be within 60 (sixty) days after receiving the Letter of Credit by the manufacturer.

1.1(h) "The Contractor" or "The Supplier" shall mean the Laying Contractor for …………………………………………….. (*Specify the relevant Laying Contracts.)*

|  |  |
| --- | --- |
| 1.1 (j) | The Employer is  Name: National Water Supply and Drainage Board,  Address: Galle Road, Ratmalana  Authorized Representative of the Employer is :  The Chairman,  National Water Supply& Drainage Board  Galle Road, Ratmalana. |
| 3 (k) | The Engineer is    General Manager,  National Water Supply and Drainage Board,  Galle Road, Ratmalana. |

3.2 The Engineer's Representative shall be the Deputy General Manager (………) of the National Water Supply and Drainage Board.

10.1 The Goods shall be delivered at such places, in such quantities and within such periods as prescribed in the attached Delivery Schedule.

Contract period from the Letter of Acceptance is ……. days.

16.1 Maximum amount of the Advance Payment shall be 20% of the Contract Price excluding Contingencies.

17.2(B) ii. Add the followings at the end of the Clause;

1. As an Alternative to **Sub-Clause 17.2(B) ii (a)** in General Condition of Contract, 100% of the foreign component shall be paid on production of an advance payment guarantee payable on demand equivalent to an amount of 25% of the foreign component, from a reputed Bank approved by the Central Bank of Sri Lanka. The advance payment guarantee shall be in the form given in Section 13 and shall be valid until 91 Days beyond the Contract Period.

If 100% of the foreign component is paid on submission of a bank guarantee for 25%, such Bank guarantee shall be released upon the final acceptance by the Engineer based on the delivery and other obligation.

24.1 The amount of Liquidated Damages shall be ……………….. Limit of Liquidated Damages shall not exceed 10% of Contract Price.

32.1 Purchaser’s address for notice purposes shall be as follows:

(a) Deputy General Manager (…………….),

Regional Support Centre (……………)

………………………………………...

Facsimile Number : ……………

E Mail : .............@waterboard,lk

(b) Contractor’s address for notice purposes shall be as follows:

M/s. ………………….,

………………………,

………………………,

………………………..

DELIVERY SCHEDULE

**[**The column “Bidder’s offered Delivery date” to be filled by the Bidder]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item  No. | Description of Goods | Quantity | Unit | Final  Destination as specified in Contract Data *[insert place of Delivery]* | Delivery Date |
| **Purchaser’s delivery date as per the contract** |
|  |  |  |  |  | As per the Contractors Construction Programme |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

PAYMENT SCHEDULE

Letter of Credit will be opened by the Contractor. Payment will be made in Bill wise.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **STAGE OF PAYMENT** | | **STAGE OF CONTRACT** | **DOCUMENT TO BE SUBMITTED** | **AMOUNT OF PAYMENT** | **REMARKS** |
| **(A) Foreign Payment** | | | | | |
| 1 | First installment | On shipping the items part or fully. | * Copies of the Supplier’s invoice showing description of Goods, quantity, unit price, total amount and HS Code Number; * 3 copies of clean on-board bill of lading marked freight prepaid. * Copies of packing list identifying contents of each package and measurements. * Manufacturer’s warranty certificate as per **Clause 15** hereof. * Inspection certificates, issued by the nominated inspection agency. * Manufacturer’s Inspection and Test Certificate. * Certificate of origin. * Certificate of conformity to the standards specified in the specifications. | 75% of foreign component of the items shipped on Letter of Credit. | As an alternative 100% of the foreign component shall be paid on production of an advance payment guarantee payable on demand equivalent to an amount 25% of the foreign component from a reputed bank approved by the Central Bank of Sri Lanka. |
| 2 | Balance foreign component | Final acceptance by the Engineer based on the delivery and other obligations. | * On production of a Final Acceptance Certificate issued by the Engineer. * Engineer’s Representative’s approval for the balance payment of Foreign Component. | Balance 25% of the foreign component of the Contract Price. |
| **(B) Local Payment** | | | | | |
| 3 | Advance Payment | After signing of Contract Agreement | * A written request for local payment in the form of an invoice. * A bank guarantee for the equivalent amount.   A performance bond. | 20% of the total Local Contract Price. |  |
| 4 | First payment | On delivery and stacking of the Goods at site. | Document providing the delivered Goods are in compliance with the Contract. | 70% of the Local component of the Contract Price. |  |
| 5 | Balance Local Payment | Final acceptance by the Engineer for the delivery and other obligations. | A written request for balance local payment in the form of an invoice based on the BOQ and Engineer’s approval for the payment. | 10% of the Local component of the Contract Price. |  |

**8. SPECIFICATION**

* Specification for Polyethylene (PE) 8j-1 8j-31

pipes & fittings for Water Supply Applications.

* Specification for Pipe Line Warning Tape 8bc-1 8bc-3

**9. SCHEDULE OF PARTICULARS**

**SCHEDULE OF PARTICULARS**

**Note : It is compulsory to fill the schedule of particulars according to the approved scope given in Annex A. Reference catalogues or anywhere else shall not be considers.**

**1.0 HDPE PIPES AND FITTINGS**

1. Country of Manufacture:

Pipes: ……………………….

Fittings: ………………………

1. Manufacturer’s Address and the intended Date of Manufacture:

**Address** **Intended Date of Manufacture**

Pipes: ………………….. ………………………………

Fittings: …………………. ………………………………

* 1. Colour of the product :

Pipes: ……………………….

Fittings: ………………………

* 1. Port of Shipment :
  2. Standards to which pipes and fittings conform:

Pipes: ……………………….

Fittings: ………………………

* 1. Is Certificate of product conformity from a relevant standards Institution provided :

Pipes ………………….. (attach a copy)

Fittings ………………. (attach a copy)

* 1. Nominal sizes and pressure ratings of Pipes & Fittings:

**Nominal Dia** **Pressure Rating SDR**

Pipes: ……………. ………………. ………

Fittings: …………… ……………….. ………

* 1. Make of compression fittings, Gaskets/ rubber rings, inserts, clamps

**Make/material** **Intended** **Date of Manufacture**

Body of Compression fittings …………………. ……………………..

Inserts ………………….. ……………………..

Rubber ring/Gasket ………………….. ……………………..

* 1. Characteristics of PE compound as granules

1. Compound Density : …………………
2. Carbon black content

(black compound % by mass) …………

1. Carbon black dispersion

(black compound specify the grade range) ……………

* 1. Mechanical characteristics

1. Hydrostatic strength at 200C
2. For pipes …………………
3. For fittings ……………….
4. Hydrostatic strength at 800C
5. For pipes …………………
6. For fittings ……………….
   1. Packing and protection in transit :

Pipes ……………. (specify in detail)

Fittings ……………… (specify in detail)

* 1. Time of delivery:

|  |  |  |
| --- | --- | --- |
|  | **FOB** | **At Site** |
| Pipes |  |  |
| Fittings |  |  |

* 1. Reference of the catalogues, technical literature, drawing provided with the tender:

Pipes : ……………………….

Fittings : ……………………

* 1. Name and address of the Supplier’s agent in Sri Lanka: ……… …………… ……… …………………………………………………………………………………………………….………………………………………………………………………………………
  2. Whether ISO 9001: 2015 certificate Quality Management System Certificate is available for manufacturing factory:

(i) (a) For Pipes ……………………………(i) (b) If yes, attach a copy ………………

(ii) (a) For Fittings …………………………………(ii) (b) If yes, attach a copy

**Annex A**

**Recommended PE 100 Pipes & Fittings Suitable for Butt Fusion**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Item/Item Nos.** | **Type** | **Colour** | **Remarks** |
|  | **Pipes** | PE 100 SDR 17 PN10 | Blue colour | - |
| **Pipes** | PE 100 SDR 11 PN16 |
|  | **Bends** | PE 100 SDR 17 PN10 | Blue colour | Up to 32mm diameter only molded fittings are accepted. For Other diameters molded/fabricated can be accepted. Fabricated fittings shall comply with ISO 4427: Part 3. |
| PE 100 SDR 11 PN16 |
|  | **Tees** | PE 100 SDR 17 PN10 | Blue colour |
| PE 100 SDR 11 PN16 |
|  | **Equal Tees** | PE 100 SDR 17 PN10 | Blue colour |
| PE 100 SDR 11 PN16 |
|  | **End Caps** | PE 100 SDR 17 PN10 | Blue colour | - |
| PE 100 SDR 11 PN16 |
|  | **Stub Flange Assembly** | PE 100 SDR 17 PN10 | Blue colour | - |
| PE 100 SDR 11 PN16 |
|  | **Reducers** | PE 100 SDR 17 PN10 | Blue colour | - |
| PE 100 SDR 11 PN16 |
|  | **Elbow 90 deg.** | PE 100 SDR 17 PN10 | Blue colour | - |
| PE 100 SDR 11 PN16 |
|  | **Elbow 45 deg.** | PE 100 SDR 17 PN10 | Blue colour | - |
| PE 100 SDR 11 PN16 |
|  | **Valve Socket** | PE 100 SDR 17 PN10 | Blue colour | - |
| PE 100 SDR 11 PN16 |
|  | **Faucet Socket** | PE 100 SDR 17 PN10 | Blue colour | - |
| PE 100 SDR 11 PN16 |
| PE 100 SDR 11 PN16 |

**Recommended PE 100 Fittings for Electro Fusion**

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Item/Item Nos.** | **Type** | **Colour** |
|  | **Bends** | PE 100 SDR 11 PN16 | Blue colour |
|  | **Tees** | PE 100 SDR 11 PN16 | Blue colour |
|  | **Equal Tees** | PE 100 SDR 11 PN16 | Blue colour |
|  | **End Caps** | PE 100 SDR 11 PN16 | Blue colour |
|  | **Stub Flange Assembly** | PE 100 SDR 11 PN16 | Blue colour |
|  | **Reducers** | PE 100 SDR 11 PN16 | Blue colour |
|  | **Elbow 90 deg.** | PE 100 SDR 11 PN16 | Blue colour |
|  | **Elbow 45 deg.** | PE 100 SDR 11 PN16 | Blue colour |
|  | **PE Couplers** | PE 100 SDR 11 PN16 | Blue colour |
|  | **PE Tapping Tee** | PE 100 SDR 11 PN16 | Blue colour |
|  | **PE Clamp Saddle** | PE 100 SDR 11 PN16 | Blue colour |

**Recommended Accessories for PE Pipes & Fittings**

|  |  |  |
| --- | --- | --- |
| **No** | **Item/Item Nos.** | **Remarks** |
|  | **Clamp Saddles** | Mechanical Type |
|
|  | **Marker Tapes** | - |
|
|

**10. DEVIATION FROM SPECIFICATIONS**

**DEVIATION FROM SPECIFICATIONS**

**Deviations :** Not Applicable.

**11. KEY FEATURES OF SPECIFICATIONS**

##### KEY FEATURES OF SPECIFICATIONS

##### Some of the salient features of the specifications are summarized below to furnish a quick reference. The bidders are under obligations to refer the whole of the specifications in their entirety prior to perfecting their tender documents, and will be deemed to have done so during the tendering stage.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Feature** | **Description** | **Standard** |
|  | Pipes | PE 100  Straight length of 12m or coiled pipes. | ISO 4427:2019  EN 12201- 1&2:2011  BS ISO 11922-1:1997  WIS4-32-03:1987  EN ISO 1167-1&2:2006  DIN 8074 Aug 1999  ISO 161-1, BS 6572:1985 |
|  | Marking | As specified. | ISO 4427:2019  As specified in Table 1 of Specification |
|  | Joint rings | Physical properties and chemical properties as specified. | EN 681-1:1996  ISO 4633:2015  BS 7874-1:1998 |
|  | DI Flanges | PN 16 nominal pressure. | EN 1092:1 to 4  EN 1515:2000-1 to 2  BS 4504:1989  EN 545  ISO 2531 |
|  | Steel flange converter | Size range or 90-1000 mm and made out of PE. | EN 12201-3:2011  EN 12201-5:2011 |
|  | Gaskets for flanged joints | Inside bolt circle type. Shall be of EPDM and average hardness of 65-75 and suit for PN 16 flanges. | EN 1514-2;2005  BS 7874:1998  EN 681-1:1996  ISO 4633:2015 |
|  | Nuts, bolts & washers | High tensile steel. | BS 4395-1 & 2:1969  BS 4504: Section 3.1 : 1989  BS 4190:2001  WIS 4-52-03 -1994 |
|  | Electro-fusion fittings | Upto and including 630 mm dia. and shall be injection moulded. | WIS 4-32-14:1995 |
|  | Spigot fittings, draw bends | Upto and including 1000 mm dia. | WIS 4-32-15:1995 |
|  | Mechanical joint fittings | Approved type designed specifically for PE pipe system. | EN 12201-5 -2011  ISO 4427:2019 |
|  | Testing | As specified. | ISO 4427:2019  DIN 8075:1999 |

**12. BILLS OF QUANTITIES**

* **PREAMBLE NOTES ON PRICING**
* **BILLS OF QUANTITES**
* **GRAND SUMMARY OF BILLS**

**PREAMBLE NOTES ON PRICING**

1. **General**

1.1 The bidder's attention is specifically directed to the Form of Bid, Instructions to Contractor, Conditions of Contract, Contract Data, Delivery locations, Schedule of Particulars and Specifications which are to be read in conjunction with the Bid. The following Notes are given to assist the Bidders to understand how the pricing has been done by the Employer.

2. **Description of Items**

2.1 Descriptions attached to the items in the BOQ are only in sufficient detail to ensure identification of the item described in the specification.

3. **Rates and prices**

3.1 The rates given in the BOQ are pre-established rates by NWSDB, considering prevailing market situation.

3.2 In pricing the items of the BOQ, by the Employer, followings have been covered.

a) All services and goods which according to the true intent and meaning of the contract may be reasonably inferred as necessary for completion of delivery of the goods in sound condition to the Stores which is specified under delivery Schedule.

b) All the duties, obligations, liabilities and responsibilities which the Contract documents place upon the bidders in connection with or in relation to the Contract.

c) All costs arising out of inspection testing, packing, transportation, clearing, loading, unloading, stacking, shipping line charges, warehouse rent, port chargers, any demurrages, business taxes, income and all other taxes, cost of insurance from the manufacturers plant to the purchases stores, and transportation to the designated locations, loading, and unloading and stacking, Agents Commission if any other minor expenses and relevant risk factor.

d) All Costs including all taxes and duties and other charges imposed outside Sri Lanka on raw materials, production, manufacture, sales, transport and any other cost that may be incurred of all goods**.**

e) Cost of accessories not specially listed, but necessary for proper completion

f) Price charged by the supplier for the preceding incidental services.

3.3 Insurance shall be done by the Contractor.

4. The Employer has included in the unit price for HDPE pipes, fittings, specials and accessories and the cost of all materials required for jointing of pipes, (bolts and nuts and gaskets for flanged fittings etc.) **unless separate items are provided.**

1. The rates and/or prices entered against items in the BOQ shall be excluding the VAT as the VAT is considered separately.

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………...**

## CONTRACT NO.: NWSDB/………/CP/………./HDPE/GOSL/2021/……..

**Bill no. 01 :** Supply and Delivery of HDPE …………………for …………………………***(Specify the pipe laying contract number and zone )***

Note :

PE Pipes & fittings shall be in blue colour, Unless otherwise stated.

PE Pipes & fittings shall be manufactured in vergin materials in blue colour.

HDPE fittings shall be injection moulded. If fabricated fittings are supplied, strength requirement of HDPE fittings shall comply with Annex B of ISO 4427 Part 3.

Cost of Inspection and Testing by Independent Testing & Inspection Agency is included in the rates.

Mechanical jointed fittings shall be in accordance with ISO 17885

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Unit** | **Qty.** | **Unit Rate** | | **Amount** | |
| **LKR** | **USD** | **LKR** | **USD** |
|  | Supply and Delivery of HDPE …………………  for …………………….  …………………………  ***(Specify the pipe laying contract number and zone)*** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | 5% Clearance Charges | | |  |  |  |  |
|  |  |  |  |  |
|  | 20% Over head and Profit | | |  |  |  |  |
|  |  |  |  |  |
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Revised on 11-11-2021

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………...**

## CONTRACT NO.: NWSDB/………/CP/………./HDPE/GOSL/2021/……..

**Bill no. 02 :** Supply and Delivery of HDPE …………………for …………………………***(Specify the pipe laying contract number and zone)***

Note :

PE Pipes & fittings shall be in blue colour, Unless otherwise stated.

PE Pipes & fittings shall be manufactured in vergin materials in blue colour.

HDPE fittings shall be injection moulded. If fabricated fittings are supplied, strength requirement of HDPE fittings shall comply with Annex B of ISO 4427 Part 3.

Cost of Inspection and Testing by Independent Testing & Inspection Agency is included in the rates.

Mechanical jointed fittings shall be in accordance with ISO 17885

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Unit** | **Qty.** | **Unit Rate** | | **Amount** | |
| **LKR** | **USD** | **LKR** | **USD** |
|  | Supply and Delivery of HDPE …………………  for …………………….  …………………………  ***(Specify the pipe laying*** ***contract number and zone)*** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | 5% Clearance Charges | | |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | 20% Over head and Profit | | |  |  |  |  |
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|  | Total of Page No. 12-…. Carried to  Summary in Page No. 12-…. |  | |  |  |  |  |

Revised on 11-11-2021

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………...**

## CONTRACT NO.: NWSDB/………/CP/………./HDPE/GOSL/2021/……..

**Bill no. 03 :** Supply and Delivery of HDPE …………………for …………………………***(Specify the pipe laying contract number and zone)***

Note :

PE Pipes & fittings shall be in blue colour, Unless otherwise stated.

PE Pipes & fittings shall be manufactured in vergin materials in blue colour.

HDPE fittings shall be injection moulded. If fabricated fittings are supplied, strength requirement of HDPE fittings shall comply with Annex B of ISO 4427 Part 3.

Cost of Inspection and Testing by Independent Testing & Inspection Agency is included in the rates.

Mechanical jointed fittings shall be in accordance with ISO 17885

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Unit** | **Qty.** | **Unit Rate** | | **Amount** | |
| **LKR** | **USD** | **LKR** | **USD** |
|  | Supply and Delivery of HDPE …………………  for …………………….  …………………………  ***(Specify the pipe laying contract number and zone)*** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | 5% Clearance Charges | | |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | 20% Over head and Profit | | |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  | |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  | Total of Page No. 12-…. Carried to  Summary in Page No. 12-…. |  | |  |  |  |  |

Revised on 11-11-2021

**Summary of Bills**

|  |  |  |  |
| --- | --- | --- | --- |
| **Page Number** | **Unit** | **Amount** | |
| **LKR** | **USD** |
|  |  |  |  |
| Bill No ….  Bill No ….  Bill No …. |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Incidental allowance and Combined Allowances for Pre- shipment Inspection for two Engineers by Employer as per **Clause No.8.2** of Conditions of Contract.  No. of Pre-shipment inspection ………….. (to be filled by relevant RSC)  *Options*  *India - $ 475 X (days) X (persons) = $…………….. (Blanks to be filled by relevant RSC)*  *China (Beijing) / Europe - $ 605 X (days) X*  *(persons) = $…………….(Blanks to be filled by relevant RSC*  Note:  Entitled allowance on foreign travels and related expenses shall be assessed as per Appendix – 9. | Sum |  |  |
| Total of Page No 12-…. Carried to Summary in Page No.12- …. |  |  |  |

Name of the Inspection Authority :

………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………

Revised on 11-11-2021

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………...**

## CONTRACT NO.: NWSDB/………/CP/………./HDPE/GOSL/2021/……..

**GRAND Summary**

|  |  |  |  |
| --- | --- | --- | --- |
| **Serial No.** | **Description** | **Total Amount** | |
| **Local**  **LKR** | **Foreign**  **USD** |
| A | Supply of HDPE pipes, and fitting and Accessories |  |  |
| B | **Sub Total 1** |  |  |
| C | Less: Provisional Sums |  |  |
| D | **Sub Total 2 ( B - C)** |  |  |
| E | **Less Discount (if any) ……..** |  |  |
| F | **Sub Total 3 ( D - E)** |  |  |
| G | **Add: Contingencies 10% (for Sub Total 3)** |  |  |
| H | **Sub Total 4 (F + G)** |  |  |
| J | Add : Provisional Sum |  |  |
| K | Grand Total ( H+ J)  Carried to Form of Bid  Rs. ……../USD) |  |  |
| L | VAT (8%) |  |  |
| M | Grand Total Including VAT ((K + L) |  |  |
|  |  |  |  |
|  | Total of Bid carried to Form of Bid (excluding VAT) in page No. 3-1 |  |  |

VAT Registration No. ....................................

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

The NWSDB VAT Registration No :- 4090 31820 7000

**13. SPECIMEN FORMS**

* **Specimen Form for PERFORMANCE SECURITY**

**Specimen Form for ADVANCE**

**PAYMENT SECURITY**

**FORM OF PERFORMANCE SECURITY (Unconditional)**

…………………………..[ *Issuing Agency’s Name and Address of issuing Branch or Office*]

…………………………..

Beneficiary : Chairman,

National Water Supply & Drainage Board

Galle Road

Rathmalana

Sri Lanka

Date ……………..

**PERFORMANCE SECURITY No**.: …………………………………………………..

We have been informed that …………………………………………………………….. [*name of Contractor/Supplier*] (*hereinafter called “the Contractor”)* has entered into Contract No. …………………….. dated ………………. with you, for the ……………….. [*“Supply*”] of ………………………………………………………………………………….. [*name of contract and brief description of Works*] (*hereinafter called “the Contract*”).

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

At the request of the Contractor, we ……………………………………………………….. [*name of Agency*] hereby irrevocably under take to pay you any sum or sums not exceeding in total and amount of ………………………………………………………… [*in figures*] ……………………………………………………… ………………… [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation (s) under the Contract, without your needing to prove or to show grounds for your demand or the sums specified therein.

This shall expire, no later than the ………………… day of ………………… , 20 …………… [*28 days* *beyond the scheduled contract completion date*] and any demand for payments under it must be received by us at this office on or before that date.

………………………………………………….

[*Signature (s*)]

Signature and seal of the guarantor

**FORM OF ADVANCE PAYMENT SECURITY**

…………………………..[ *Issuing Agency’s Name and Address of issuing Branch or Office*]

…………………………….

……………………………

Beneficiary : ……………………….… Chairman/DGM(RSC……….)/PD(………..WSP)

………………………….

………………………….*[insert relevant address]*

Date ……………..

**ADVANCE PAYMENT SECURITY No**. ………………………………………

We have been informed that …………………………………………………………….. [*name of Contractor/Supplier*] (hereinafter called “the Contractor” ) has entered in to Contract No. ……………………….……. dated with you, for the Supply of …………………………………… [*name of Contract and brief description*] (hereinafter called “the Contract”).

Furthermore, we understand that according to the conditions of Contract an advance payment in the sum ……………………………………………. [*amount in figures*] (………………………………………………. ……………………….) [*amount in* *words*] is to be made against an advance payment security

At the request of the Contractor, we ………………………………………………………. [*issuing agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total and amount of ……………………………………. [*amount in figures*] (………………………………………………………………………………….)[*amount in words*] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

The maximum amount of this security shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This security shall expire on …………… [91 days beyond the Completion Period]

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

……………………

[*Signature (s*) ]

Signature and seal of the guarantor …………………………………………

Witness :

Name : ……………………………………………………………….

**14. APPENDICES**

# APPENDIX 1 - Guarantee for HDPE Pipes, Fittings and Rubber Rings

[Address of the Manufacturer]

…………………………………

…………………………………

…………………………………

Chairman,

National Water Supply and Drainage Board,

Galle Road, Ratmalana, Sri Lanka.

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ……………………………………………………………**

**CONTRACT NO.: NWSDB/……./CP/……../HDPE/GOSL/2021/………….**

We, ………………………………………………………………………………………………

……………………………………………………………………………………………………….…………………………………( Name & Address of the Pipe Manufacturer ) Manufacturer of PE pipes ,hereby guarantee that,

1. HDPE pipes, fittings and rubber rings supplied under the contract shall fit properly and adequately to ensure leak proof pipeline installations under all working conditions.
2. We will unconditionally undertake to replace any material rejected by the Engineer within the time period as agreed with the Engineer during implementation stage at no additional cost to NWSDB ensuring the timely implementation of the project.
3. We will unconditionally undertake that the Nominated Inspection Agency issues a certificate ensuring that PE pipes, fittings and rubber rings inspected shall fit properly and adequately to ensure leak proof pipeline installations under all working conditions upon shipment.

…………………………….

Signature of the Authorised

Officer on behalf of the

Pipe manufacturer

Name : ……………………………………………………….

Capacity: ……………………………………………………….

Witness :

1 Signature : ……………………………………………………………

Name : ……………………………………………………………

Capacity : ……………………………………………………………

Address : ……………………………………………………………

2 Signature : ……………………………………………………………

Name : ……………………………………………………………

Capacity : ……………………………………………………………

Address : ……………………………………………………………

APPENDIX 2 - Confirmation OF CAPABILITY OF PRODUCTION and

Supply according to Delivery Schedule

[Address of the Manufacturer]

…………………………………………..

………………………………………….

………………………………………….

Chairman,

Procurement Committee,

…………………………..

…………………………..

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR ………………………………………………**

**CONTRACT NO.: NWSDB/……/CP/…………./HDPE/GOSL/2021/………**

We, ……………………………………………………………….[*name of manufacturer*] of ………………………………………………………………………...………………………………………….……………………………………………………………………..…….*[address of manufacturer]*confirm that we have sufficient production capacity to produce the quantity of HDPE Pipes, Fittings and Specials in our bid for the above Contracts submitted to your Laying Contractor M/s……………………… and shall deliver them through our local agent M/s……………………………. according to the delivery schedule indicated in Contract Data.

…………………………….. ……………………………..

Authorised Officer of the Manufacturer. Seal of the Company.

Name :……………………………………

Appendix 3 - Contractor’s Authorization to sign the Contract

[The Bidder shall require to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. The bidder shall include it in its bid].

Date : [insert date (as day, month and year) of Bid Submission]

No. : [insert contract number]

Chairman,

Procurement Committee,

…………………………….

…………………………….

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR …………………………………..**

**CONTRACT NO.: NWSDB/……./CP/……../HDPE/GOSL/2021/……..**

We …………………………………………*[insert complete name of the Bidder]*, who ……………………………………….…………*[insert full address of Bidder]*, do hereby authorize …………….………………………….. *[insert complete name of Bidders authorize officer who signs the contract]* to submit a bid on behalf of our company and to subsequently negotiate and sign the Contract.

Specimen Signature …………………………………………………………

Signed : …………………………………*[insert signature(s) of authorized representative(s) of the Bidder]*

Name : ………………………………………………………..*[insert complete name(s) of authorized representative(s) of the Bidder]*

Title : …………………………………….. *[insert title]*

Duly authorized to sign this Authorization on behalf of : ……………………………*[insert complete name of Bidder]*

This is to certify that the seal and signatures of legal representative and authorized person affixed to power of attorney attached hereto are found to be authentic.

………………………………

Signature of Attorney at Law

……………………………..

Seal of Attorney at Law

**APPENDIX 4 - TOR FOR INDEPENDENT INSPECTION AGENCY**

**PE pipes & Fittings**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity** | | **Test Performed** | **Results** | **Acceptability as per specification** |
| 1. | **Physical Proportion/properties** |  |  |  |
| 1.1 | **Socket & Spigot Pipes** |  |  |  |
|  | Pipe wall thickness  External Diameter  Length of Pipe  SDR category  PE designation  Elongation at Break for e < 5 m  5m < e < 12 mm  e > 12 m  Melt Mass flow rate (MFR)  Oxidation Induction time  Ovalty  Density  Effect on water quality |  |  |  |
| 1.2 | **Flanges** |  |  |  |
|  | Flange thickness  Flange diameters  No. of bolt holes  Cleanliness of Flange  Raised Face or Flat Face  Smoothness of Raised Face/Flat Face  Integrally casted or Factory Welded  Condition of weld if welded  Elongation at Break for e < 5 m  5m < e < 12 mm  e > 12 m  Ovalty  Melt Mass flow rate (MFR)  Oxidation Induction time  Density  Effect on water quality |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity** | | **Test Performed** | **Results** | **Acceptability as per specification** |
| 1.3 | **Bends** |  |  |  |
|  | Diameter  Length of Bend  SDR  PE designation  Wall thickness of bend  Melt mass flow rate (MFR)  Oxidation induction time  Cohesive resistance  Tensile strength  Ovalty  Density  Effect on water quality |  |  |  |
| 1.4 | **Tees** |  |  |  |
|  | Length of tees  Length of Branch  Diameter of tee (all faces)  Wall thickness of Tees  Wall thickness of Branch  SDR  PE Designation  Melt mass flow rate (MFR)  Oxidation induction time  Density  Ovalty  Tensile strength  Effect on water quality  Cohesive resistance |  |  |  |
| 2. | **Strength & Mechanical Properties** |  |  |  |
| 2.1 | **PE Pipes & Fittings** |  |  |  |
|  | Hydrostatic strength at 20 0C  Hydrostatic strength at 80 0C  Manufacturing Standards of Pipes & Fittings. |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity** | | **Test Performed** | **Results** | **Acceptability as per specification** |
| 3. | **Accessories** |  |  |  |
| 3.1 | **Steel flange converter** |  |  |  |
|  | Dimension  Physical appearance  Ovality |  |  |  |
| 3.2 | **Slim flange assembly** |  |  |  |
|  | Dimension  Physical appearance  Ovality |  |  |  |
| 3.3 | **Nuts & Bolts** |  |  |  |
|  | Dimensions  **Tensile strength**   * 1. yield stress or stress at permanent set limit of 0.2%   2. percentage elongation after fracture   3. stress under proof load   4. strength under wedge loading   5. hardness   thickness of galvanized coating  Ovality |  |  |  |
| 4. | **Joint rings & Gaskets** |  |  |  |
|  | Appearance & finish  Tensile strength  Elongation of break  Compression hardness  Micro biological deterioration |  |  |  |
| 4. | **Material Characteristics** |  |  |  |
|  | Compound Density  Carbon black content (black compound) % by mass  Carbon Black dispersion (black compound) grade range |  |  |  |
| 5. | **Quality Assurance** |  |  |  |
| 5.1 | **Raw Materials (R/M)**  R/M received and kept separately in quarantine area on R/M test report received (Report Ref. No.) on |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity** | | **Test Performed** | **Results** | **Acceptability as per specification** |
| 5.2 | **Manufacture**  Date and Time of commencement of batch  Date and Time of completion of batch  Date batch sent to quarantine area |  |  |  |
| 5.3 | **Physical/Mechanical Checkings (by In-House Q/A Department and Laboratory)**   1. Dimension and appearance checking 2. Heat reversion test 3. General test 4. Batch test 5. Tensile test |  |  |  |
| 5.4 | Pipe sample sent for chemical test |  |  |  |
| 5.5 | Pipes passed by inspector for release to general storage area |  |  |  |
| 5.6 | General storage area for packing  Wrapping/packing completed and labelled and separately stored, awaiting chemical test results for pipe. |  |  |  |
| 5.7 | **Verification of Quality**  Chemical tests results of pipe received. |  |  |  |
| 5.8 | Separation of coils pipes not complying With BS |  |  |  |
| 5.9 | Test certificate submitted for inspection agent/NWSDB’s approval |  |  |  |
| 5.10 | Purchaser’s approval received for shipment |  |  |  |
| 5.11 | **Containerisation & Final Approval**  Pipe stocks loading in to container & passed by Q/A Department & Inspection Agent |  |  |  |
| 5.12 | Final approval for transport & shipment |  |  |  |

APPENDIX 5 - Manufacturer’s awareness of the TOR for

Independent Inspection Agency

[Address of the Manufacturer]

…………………………………………..

………………………………………….

………………………………………….

Chairman,

Procurement Committee,

……………………………….

……………………………….

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR …………………………………. .**

**CONTRACT NO.: NWSDB/……./CP/……../HDPE/GOSL/2021/……..**

We, ……………………………………………………………….[*name of manufacturer*] of ………………………………………………………………………………………………………………….………………………………………………………………..…….*[address of manufacturer]*confirm that we have noticed that

a) Appendix 4 – TOR for Independent Inspection Agency

b) **Clause 8** of General Conditions of Contract.

………………………………………… ..…………….………

Authorised Officer of the Manufacturer. Seal of the Company.

Name :……………………………………

APPENDIX 6 - Manufacturer’s Warranty for the goods supplied

under the contract

[Address of the Manufacturer]

…………………………………………..

………………………………………….

Chairman,

National Water Supply and Drainage Board,

Galle Road, Ratmalana, Sri Lanka.

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR …………………………………..**

CONTRACT NO.: NWSDB/……../CP/………/HDPE/GOSL/2021/……..

We, ……………………………………………………………….[*name of manufacturer*] of ………………………………………………………………………………………………………………….…………………………………..…….*[address of manufacturer]*warrant that the goods supplied under this contract are new, unused, of the most recent or current models and have incorporated all recent improvements, and no defects arising out of the design, material or workmanship from any act that may be develop under normal use of the supplied goods.

If there is any defects during the warranty period specified in the **Clause 15** of the General Conditions of Contract, we shall attend to repair or replace the defective goods with all reasonable speed without any cost to the Purchaser.

………………………………………… ..…………….………

Authorised Officer of the Manufacturer. Seal of the Company.

Name :……………………………………

**Appendix 7 - Confirmation of Supplying Goods Manufactured**

**at the Factory quoted**

*[This form shall be filled on the letter head of the pipe manufacturer’s company]*

Date :............................

Chairman,

Procurement Committee,

………………………….

………………………….

**SUPPLY AND DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES FOR …………………………………………**

CONTRACT NO.:NWSDB/……/CP/……./HDPE/GOSL/2021/……

We ………………………………………………………………………………………*(Name & Address of the HDPE pipe manufacturer)* hereby guarantee that,

1. The Supply of Pipes for the above contract shall be manufactured at the manufacturing factory at ……………………………………………………………..…………………... ………………………………………………*(Address of the manufacturing factory)*.

2. The Supply of Pipe Fittings for the above contract shall be manufactured at the manufacturing factory at …………………………………………………………... …………………………………………..…… *(Address of the manufacturing factory)*.

………………………. ……………………………………

Signature of the Seal of the Company

Chief Executive Officer/

General Manager of the manufacturer

Name : …………………………………

Address : ………………………………

………………………………

The above signed declare that the statement made above is true and correct in every detail.

……………………………. ……………………………..

Signature of the Attorney at Law Seal of the Attorney

Name :…………………………………..

Address : ………………………………

**APPENDIX 8 – AFFIDAVIT BY THE BIDDER**

I ………………………………………… of ………………………………………… being a ……………………… (Buddhist or any other religionist), do hereby solemnly sincerely and truly declare and affirm as follows.

01. I am the Affirmant above named.

02. I hereby declare that I have applied for the contract of National Water Supply and Drainage Board bearing No: …………………………………….. and my spouse or dependent does not work in National Water Supply and Drainage Board on permanent, casual or contract basis.

The foregoing affidavit having been read over and explained to the affirmant above named who having understood its nature content and context affirmed hereto and set his usual signature hereto in ……………... on this ………….……………… day of …………….…….. 20…….

Before me ……………………

Declarant

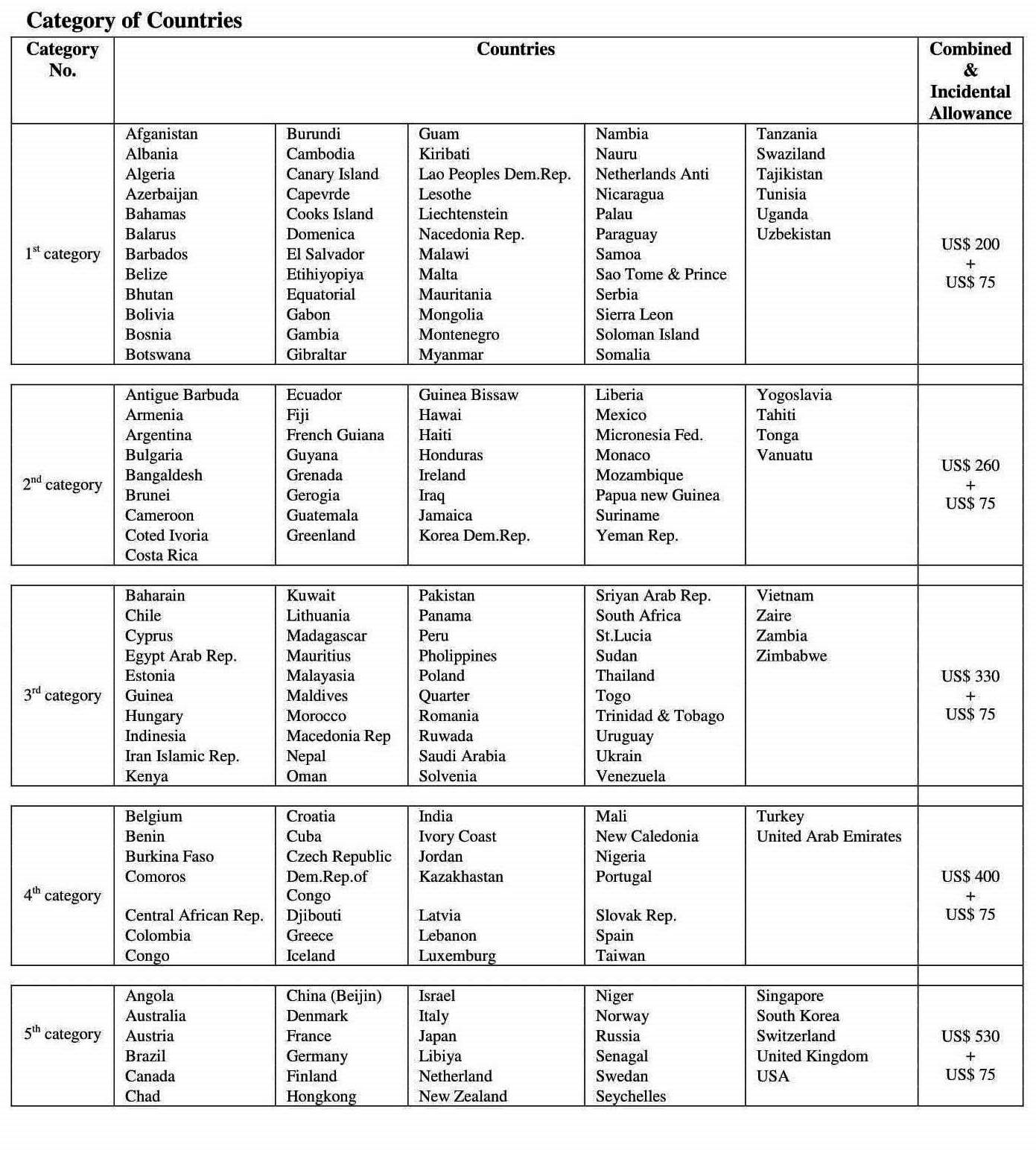
…………………………………

Justice of the Peace /

Commissioner for oaths

**APPENDIX 9 - ENTITLED ALLOWANCES ON FOREIGN TRAVELS &**

**RELATED EXPENSES**



**APPENDIX 10 – PRE-QUALIFICATION OF MANUFACTURERS FOR SUPPLY & DELIVERY OF HDPE PIPES, FITTINGS, SPECIALS AND ACCESSORIES.**

***When Bidding Document is prepared please include updated list of prequalified manufactures list from NWSDB website under this Appendix***