

Ref. No.: NWSDB/SBD/SUP/GMF/FC (above 25M)/Ver1

Revised on 03-08-2023

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

MINISTRY OF

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

SUPPLY AND DELIVERY OF GUNMETAL FERRULES

CONTRACT No.:

Revised on 03-08-2023

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD
GALLE ROAD
RATMALANA
SRI LANKA**

**.....
MONTH & YEAR**

DOCUMENT ISSUANCE CERTIFICATE

(To be filled at the time of issue by the authorised issuing officer)

1. STANDARD SPECIMEN DOCUMENT NUMBER : NWSDB/SBD/SUP/GMF/FC
(above 25M)/Ver 1
2. CONTRACT NUMBER:
- 3 a) ISSUED TO :
.....
b) ADDRESS:
.....
c) TELEPHONE NUMBER:
- d) FACSIMILE NUMBER:
4. a) NONREFUNDABLE TENDER FEE: Rs. RECEIVED IN
CASH/ BANK DRAFT
b) COURIER FEE: Rs.
c) RECEIPT/BANK DRAFT NUMBER:
5. NUMBER OF COPIES ISSUED :
6. NUMBER OF CANCELLED COPIES ISSUED :
7. CANCELLED COPY FEE : Rs..... RECEIVED/NOT RECEIVED
(IN CASH/BANK DRAFT)
8. a) ISSUING OFFICER :
b) DESIGNATION :
c) SIGNATURE :
9. PLACE OF ISSUE :
10. SEAL :
11. DATE : TIME :

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CHECKLIST OF SUBMISSIONS

CHECKLIST OF SUBMISSIONS

- **Note: Please mark 'Y' in the cages under the "remarks" column if submissions are made. 'N' or 'N/A' should be marked for cases of 'No submissions' and 'not applicable' respectively.**

		Reference		Remark*
		Page No.	Clause No.	
(a)	Quality Assurance Certificates for items offered/Bidder.	Page No. 1 - 4	Clause No. 2.1 (b)	
(b)	Certified copy of business registration	Page No. 1 - 5	Clause No. 2.1 (d)	
(c)	Documentary evidence to establish eligibility of Bidding.	Page No. 1 – 4, 1- 5	Clause No. 2.1	
(d)	Number of samples of Gunmetal Ferrules	Page No. 1- 5	Clause No. 2.1	
(e)	Documentary evidence to establish qualifications for the performance of the Contract	Page No. 1 - 5, 1-6	Clause No.2.2	
(f)	The Bidder's technical and production capability necessary to perform the Contract	Page No. 1 – 6	Clause No. 2.2 (b)	
(g)	In the case of a Bidder offering to supply components under the Contract which the Bidder does not manufacture or otherwise produce, authorization by the manufacturer or producer of Goods as his accredited agent.	Page No. 1 - 6	Clause No. 2.2 (b)	
(h)	The agreement of the Bidder to confirm that the supply will be made in accordance with the Delivery Schedule.	Page No. 1 - 6	Clause No. 2.2 (b)	
(i)	Documentary evidence to establish that goods offered are from an eligible source and origin	Page No. 1 - 6	Clause No.3	
(j)	Certified copy of factory audited report	Page No. 1 - 6	Clause No. 2.2 (b)	
(k)	Certified copy of Product Catalogue	Page No. 1 - 6	Clause No. 2.2 (e)	
(l)	End user certificate for the successful performance of the supplied Gunmetal Ferrules.	Page No. 4 – 1	Clause No. 2.2 (c)	
(m)	Quality Assurance Documents	Page No. 1-11	Clause No.10.1	
(n)	Subsequent Addendum/Addenda (if any)	Page No. 1 - 9	Clause No. 8	
(o)	Duly completed section 1 to 11 of Bidding Documents. (Bidder shall fill the Schedule of Particulars, BOQ etc., indicating any deviations to specifications under the corresponding schedule of particulars)	Page No. 1– 10	Clause No. 10.1 (a)	
(p)	Product Conformity Certificates	Page No. 1 - 11	Clause No. 10.3	
(q)	Certified copy of the VAT registration certificate.	Page No. 1 - 12	Clause No. 11.5	
(r)	Bid Security	Page No. 1 - 14	Clause No. 13	
(s)	Proof of Authorization	Page No. 1 - 15	Clause No. 15.3	
(t)	Certificates of registration of the contract with the registrar of public contracts as per the Act No. 3 of 1987.	Page No. 1-25	Clause No. 38	
Any other document as given below:				

INVITATION FOR BIDS

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

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

INVITATION FOR BIDS

SUPPLY AND DELIVERY OF..... NOS..... MM GUNMETAL FERRULES

CONTRACT No.:

1. The Chairman, Cabinet Appointed Procurement Committee, Ministry of, No.35, "Lakdiya Medura", New Parliament Road, Pelawatta, Battaramulla, Sri Lanka, on behalf of the National Water Supply & Drainage Board now invites sealed bids for the supply and delivery of Gunmetal Ferrules for Water Supply Scheme up to closing of bids at hours on
2. Bidding Documents are available at the office of the Assistant General Manager (Tenders and Contracts), National Water Supply & Drainage Board (NWSDB), Galle Road, Ratmalana, Sri Lanka between 09:00 hours to 15:00 hours on normal working days up to, upon payment of a non refundable fee of Rs. plus applicable VAT.
3. Bidding Documents may be inspected free of charge at the office of the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka.
4. Bidding Documents will be issued only to those who are manufacturers or their local accredited agents for supply of Gunmetal Ferrules upon production of a letter of request for documents on a business letterhead.
5. To be eligible for contract award, the successful bidder shall not have been blacklisted.
6. Alternative bids shall not be accepted.
7. Sealed bids may be either dispatched by registered post or hand delivered to the Chairman, Cabinet Appointed Procurement Committee, Procurement Division, Ministry of, No. 35, "Lakdiya Madura", New Parliament Road, Pelawatta, Battaramulla, Sri Lanka to receive on or before the closing time. Late bids will be rejected.
8. All Bids shall be accompanied by a bid security of Rupees.....and the bid security shall be valid up to.....(*Specify the Date*).
9. Bids will be opened immediately after the closing of Bids, at the office of the Procurement Division, Ministry of, No.35, "Lakdiya Medura", New Parliament Road, Pelawatta, Battaramulla, Sri Lanka. Bidders or their authorised representatives may be present at the opening of bids.
10. For further details, please contact the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka on telephone number 94 -11-2605328 or 94-11-2638999 Ext. 1750 or facsimile number 94 -11-2635885.

Chairman

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

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

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6. Alternative bids shall not be accepted.
7. Sealed bids may be either dispatched by registered post or hand delivered to the Chairman, Ministry Procurement Committee, Procurement Division, Ministry of, No. 35, "Lakdiya Madura", New Parliament Road, Pelawatta, Battaramulla, Sri Lanka to receive on or before the closing time. Late bids will be rejected.
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Chairman
NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

INVITATION FOR BIDS

SUPPLY AND DELIVERY OF.....NOS.....MM GUNMETAL FERRULES

CONTRACT No.:

1. The Chairman, Department Procurement Committee, National Water Supply and Drainage Board (NWSDB), Galle Road, Ratmalana, Sri Lanka, on behalf of the National Water Supply & Drainage Board now invites sealed bids for the Supply and Delivery of Nos.....mm Gunmetal Ferrules up to closing of bids at hours on
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5. To be eligible for contract award, the successful bidder shall not have been blacklisted.
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7. Sealed bids may be either dispatched by registered post or hand delivered to the office of Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka to receive on or before the closing time. Late bids will be rejected.
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**Chairman,
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

1. INSTRUCTIONS TO BIDDERS

2. GENERAL CONDITIONS OF CONTRACT

3. FORM OF BID

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

SUPPLY AND DELIVERY OF.....NOS.....MM GUNMETAL FERRULES

CONTRACT No.:

FORM OF BID

The Chairman,
Cabinet Appointed Procurement Committee,
Ministry of,
No. 35, "Lakdiya Medura"
New Parliament Road,
Pelawatta
Battaramulla

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 Instructions to Bidders and Terms and Conditions of Bid and Delivery Schedule pertaining to the above Bid, along with Bills thereto, do hereby undertake to supply the Goods and Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid price of foreign currency in United States Dollars (US\$).....(*in words*)
US \$.....(*in figures*) and Sri Lanka Rupees.....
.....(*in words*)Rs.....(*in figures*)
(excluding VAT) The make up of the aforesaid total Bid Price is given in the accompanying Bills of Quantities

I/We confirm that this offer shall be open for acceptance until as given in the Bidding Data and that it will not be withdrawn or revoked prior to that date.

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

1. Duly completed sections 1 to 11 of Bid Documents.
2. Documentary evidence to establish eligibility of Bidder.
3. Documentary evidence to Establish qualification to consider for the responsiveness to the contract.
4. Documentary evidence to establish that goods are offered from an eligible source and origin.
5. Documentary evidence to establish eligibility of goods offered.
6. Bid Security.
7. Documentary evidence to establish qualifications for the performance of the Contract.
8. Bidding Data.
9. Duly filled Appendices.
10. 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(s),

I/we confirm that I/we have verified that the certificate issuing authority has accreditation to issue same.

I/We further agree to the right of the Board to debar me/us from participating in its future Bids in the event that my/our submitted copies or documents are found to be forged or tampered with.

I/We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereto.

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 :

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

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Ministry Procurement Committee,
Ministry of,
No. 35, "Lakdiya Medura"
New Parliament Road,
Pelawatta
Battaramulla

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US \$.....(in figures) and Sri Lanka Rupees

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(excluding VAT) The make up of the aforesaid total Bid Price is given in the accompanying Bills of Quantities

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6. Bid Security
7. Documentary evidence to establish qualifications for the performance of the Contract.
8. Bidding Data
9. Duly filled Appendices.
10. Any other document.

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I/We further agree to the right of the Board to debar me/us from participating in any event that my/our submitted copies or documents are found to be forged or tampered with. Revised on 25-04-2022

I/We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereto.

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 :

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

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The Chairman,
Department Procurement Committee,
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Galle Road,
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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 Instructions to Bidders and Terms and Conditions of Bid and Delivery Schedule pertaining to the above Bid, along with Bills thereto, do hereby undertake to supply the Goods and Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid price of foreign currency in United States Dollars (US\$).....(in words)
US \$.....(in figures) and Sri Lanka Rupees

.....
(in words) RS.(in figures) (excluding VAT) The make up of the aforesaid total Bid Price is given in the accompanying Bills of Quantities

I/We confirm that this offer shall be open for acceptance until as given in the Bidding Data and that it will not be withdrawn or revoked prior to that date.

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

1. Duly completed sections 1 to 11 of Bid Documents.
2. Documentary evidence to establish eligibility of Bidder.
3. Documentary evidence to Establish qualification to consider for the responsiveness to the contract.
4. Documentary evidence to establish that goods are offered from an eligible source and origin.
5. Documentary evidence to establish eligibility of goods offered.
6. Bid Security.
7. Documentary evidence to establish qualifications for the performance of the Contract.
8. Bidding Data.
9. Duly filled Appendices.
10. 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(s),

I/we confirm that I/we have verified that the certificate issuing authority has accreditation to issue same.

I/We further agree to the right of the Board to debar me/us from participating in its future Bids in the event that my/our submitted copies or documents are found to be forged or tampered with.

I/We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereto.

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. BIDDING DATA

The Bidding Data is a part of Instructions to Bidders and should be read in conjunction with the Instructions to Bidders.

If there is a discrepancy found in the Instructions to Bidders and the Bidding Data, the Content in the Bidding Data shall supersede the Content in the Instructions to Bidders of This Document.

(Note: What is typed in italic letters are guide lines to prepare the Bidding Data and they shall be removed after preparation of the Bidding Data.)

BIDDING DATA

(Please note that the Cause numbers given here under are that of Instruction to Bidder)

Clause Reference Number Instructions to Bidders

(1.1) The Supplier is expected to supply the following items of materials nos. of mm Gunmetal Ferrules.

2.2. Qualification

2.2 (a) (i) Manufacturer shall have manufactured and supplied an average annual production of minimum 100,000 nosmm *diameter (similar diameter)* during last five years

(Documentary evidence to justify shall be submitted).

2.2 (b)

(i) Bidder's Financial Capacity

Working Capital ^{*1} + present available credit facilities for the company^{*2} + credit facilities exclusively for this contract - 0.1 x current work commitments^{*3} > Rs.....^{*4}

*1 Working Capital = Current Assets – Current Liabilities.

*2 A letter to prove the availability of credit facilities issued by a Bank within a month prior to date of closing of Bids.

*3 Current work commitment = work remaining uncompleted.

(Documentary evidence to justify shall be submitted)

*4 15% of estimated cost of the Bid.

2.2 (c) End user Certificates

Bidder shall provide certificates of performance from end users from countries other than the manufacturing country along with the offer, for the purchases of lots not less than 5,000 Gunmetal Ferrules, during the last 05 years.

End user certificates shall contain,

- i. Name of the end user.
- ii. Name of the contact person.
- iii. Phone number, fax No., e-mail address, web address, etc.
- iv. Mail address.
- v. Name of relevant project/local authority/water authority etc.
- vi. Description of the purchases made.
- vii. Dates purchased.
- viii. Full details of performance of relevant Gunmetal Ferrules i.e. performance within the specifications, durability, lifetime etc.

- ix Data relating to the causes attributed to the manufacturing defects such as failures i.e. failures of different components, failure types (mechanical failures like cracks, fatigue failure /wear & tear etc.).
- x Brief description of quality of the water being passed through the Gunmetal Ferrules (physical, chemical details).

Certificates shall have the seal of the issuing organization/firm signed by authorized official. Offers not accompanying these certificates shall be considered as substantially non-responsive.

- (3.5) Bidder shall submit 03 numbers of Gunmetal Ferrules which shall be legibly marked with following by embossing integrally during casting;
 - i. Trade Mark of the Product (Make).
 - ii. The nominal size of the Ferrules.
 - iii. Any additional details such as Company Name etc. (optional)

Also these test samples should be packed in a suitable plastic box, sealed properly and should be submitted with the bid.

- (4) Funds required for this contract is available under

- (6.2) The address for the purchasing of Bidding Document/clarification of Bidding Document is

Assistant General Manager (Tenders & Contracts),
National Water Supply & Drainage Board (NWSDB),
Galle Road,Ratmalana.
FAX 94 -11 – 2635885 TEL. 94 - 11-2605328

- (12.5) Add to the **Clause 12.5**

As an alternative the purchaser shall establish Telegraphic Transfer as stated in the **Clause 16.3** of Contract Data.

- (13.2) The amount of Bid Security shall be Sri Lanka Rupees.

- (13.3) The validity of Bid Security shall be up to(*specify the date*)

- (14.1) The period of Bid Validity shall be 210 Days from the date of closing of Bid.

- (17.2) (a) The inner and outer envelopes shall be addressed as follows:
The Chairman, Cabinet Appointed Procurement Committee,
Procurement Division,
Ministry of,
No. 35, “Lakdiya Medura”
New Parliament Road, Pelawatta, Battaramulla
Sri Lanka

- (c) “Not to be opened before(Time) on (Date)”

(18.1) The Procurement Committee's address for the purpose of Bid submission (and on behalf of the Board) and Bid opening is;

Cabinet Appointed Procurement Committee,
Procurement Division,
Ministry of,
No. 35, "Lakdiya Medura"
New Parliament Road,
Pelawatta, Battaramulla, Sri Lanka.

(18.2) The deadline for submission of Bid

Date:..... Time:

(21.1) The place for opening of bids,

Cabinet Appointed Procurement Committee,
Procurement Division,
Ministry of,
No. 35, "Lakdiya Medura"
New Parliament Road,
Pelawatta, Battaramulla
Sri Lanka

(24.1) Add to Clause

If a Bid does not meet any one of the requirements (a), (b), & (c) of **Clause 24.1**, it Will be considered substantially non responsive and rejected by the Procurement Committee

(28.1) After evaluation of Bids in accordance with the procedures described under **Clauses 23, 24, 25, 26, 27 and 28**, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Procurement Appeal Board at the address given below. Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given below shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer change the original contract award decision in favour of the bidder who has made such representation.

Address : The Secretary
Appeal Board, Presidential Secretariat
Colombo, Sri Lanka.

Cash Deposit: Rupees 100,000.00

(33.2) The prevailing rate of stamp duty on contracts for supply of goods is nil.

(34.1) The amount of Performance Guarantee shall be 10% of the Contract Price.

BIDDING DATA

(Please note that the Clause numbers given here under are that of Instruction to Bidder)

Clause Reference Number Instructions to Bidders

(1.1) The Supplier is expected to supply the following items of materials
..... nos. of mm gunmetal ferrules.

2.2. Qualification

2.2 (a) (i) Manufacturer shall have manufactured and supplied an average annual production of minimum 100,000 nosmm *diameter (similar diameter)* during last five years.

(Documentary evidence to justify shall be submitted).

2.2(b)

(i) Bidder's Financial Capacity

Working Capital ^{*1} + present available credit facilities for the company^{*2} + credit facilities exclusively for this contract - 0.1 x current work commitments^{*3} > Rs.....^{*4}

*1 Working Capital = Current Assets – Current Liabilities.

*2 A letter to prove the availability of credit facilities issued by a Bank within a month prior to date of closing of Bids.

*3 Current work commitment = work remaining uncompleted.

(Documentary evidence to justify shall be submitted)

*4 15% of estimated cost of the Bid.

2.2 (c) End user Certificates

Bidder shall provide certificates of performance from end users from countries other than the manufacturing country along with the offer, for the purchases of lots not less than 5,000 Gunmetal Ferrules, during the last 05 years.

i. Name of the end user.

ii. Name of the contact person.

iii. Phone number, fax No., e-mail address, web address, etc.

iv. Mail address.

v. Name of relevant project/local authority/water authority etc.

vi. Description of the purchases made.

vii. Dates purchased.

viii. Full details of performance of relevant Gunmetal Ferrules i.e. performance within the specifications, durability, lifetime etc.

- ix Data relating to the causes attributed to the manufacturer’s defects. Provide types of manufacturer’s failures i.e. failures of different components, failure types (mechanical failures like cracks, fatigue failure /wear & tear etc.).
- x Brief description of quality of the water being passed through the Gunmetal Ferrules (physical, chemical details).

Certificates shall have the seal of the issuing organization/firm signed by authorized official. Offers not accompanying these certificates shall be considered as substantially non-responsive.

- (3.5) Bidder shall submit 03 numbers of Gunmetal Ferrules which shall be legibly marked with following by embossing integrally during casting;
 - i. Trade Mark of the Product (Make).
 - ii. The nominal size of the Ferrules.
 - iii. Any additional details such as Company Name etc. (optional)

Also these test samples should be packed in a suitable plastic box, sealed properly and should be submitted with the bid.

- (4) Funds required for this contract is available under

- (6.2) The address for the purchasing of Bidding Document

Assistant General Manager (Tenders & Contracts),
National Water Supply & Drainage Board(NWSDB),
Galle Road,Ratmalana.
FAX 94 - 11 – 2635885 TEL. 94 - 11-2605328

- (12.5) Add to the **Clause 12.5**

As an alternative the purchaser shall establish Telegraphic Transfer as stated in the **Clause 16.3** of Contract Data.

- (13.2) The amount of Bid Security shall be Sri Lanka Rupees.

- (13.3) The validity of Bid Security shall be up to (*specify the date*).

- (14.1) The period of Bid Validity shall be 119 Days from the date of closing of Bid.

- (17.2) (a) The inner and outer envelopes shall be addressed as follows:
The Chairman, Ministry Procurement Committee,
Procurement Division,
Ministry of,
No. 35, “Lakdiya Medura”
New Parliament Road,
Pelawatta, Battaramulla
Sri Lanka

- (c) “Not to be opened before(Time) on (Date)”

(18.1) The Procurement Committee’s address for the purpose of Bid submission (and on behalf of the Board) and Bid opening is;

The Chairman, Ministry Procurement Committee,
Procurement Division,
Ministry of,
No. 35, “Lakdiya Medura”
New Parliament Road,
Pelawatta, Battaramulla, Sri Lanka.

(18.2) The deadline for submission of Bid

Date:..... Time:

(21.1) The place for opening of Bids,

Ministry Procurement Committee,
Procurement Division,
Ministry of,
No. 35, “Lakdiya Medura”
New Parliament Road,
Pelawatta,
Battaramulla,
Sri Lanka

(24.1) Add to Clause

If a Bid does not meet any one of the requirements (a), (b) & (c) of **Clause 24.1**, it will be considered substantially non responsive and rejected by the Procurement Committee

(28.1) After evaluation of Bids in accordance with the procedures described under **Clauses 23, 24, 25, 26, 27 and 28**, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Ministry Procurement Appeal Board at the address given below.

Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given below shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer change the original contract award decision in favour of the bidder who has made such representation.

Address : The Secretary
Ministry Procurement Appeal Board,
Ministry of,
No. 35, “Lakdiya Medura”
New Parliament Road,
Pelawatta
Battaramulla

Cash Deposit: Rupees 25,000.00

(33.2) The prevailing rate of stamp duty on contracts for supply of goods is nil.

(34.1) The amount of Performance Guarantee shall be 10% of the Contract Price.

BIDDING DATA

(Please note that the Clause numbers given here under are that of Instruction to Bidder)

Clause Reference Number Instructions to Bidders

(1.1) The Supplier is expected to supply the following items of materials

.....
.....

2.2. Qualification

2.2 (a) (i) Manufacturer shall have manufactured and supplied an average annual production of minimum 100,000 nosmm diameter (*similar diameter*) during last five years.

(Documentary evidence to justify shall be submitted).

2.2 (b) (i) Bidder's Financial Capacity

Working Capital ^{*1} + present available credit facilities for the company^{*2} + credit facilities exclusively for this contract - 0.1 x current work commitments^{*3} > Rs.....^{*4}

*1 Working Capital = Current Assets – Current Liabilities.

*2 A letter to prove the availability of credit facilities issued by a Bank within a month prior to date of closing of Bids.

*3 Current work commitment = work remaining uncompleted.

(Documentary evidence to justify shall be submitted)

*4 15% of estimated cost of the Bid.

2.2 (c) End user Certificates

Bidder shall provide certificates of performance from end users from countries other than the manufacturing country along with the offer, for the purchases of lots not less than 5,000 Gunmetal Ferrules, during the last 05 years.

End user certificates shall contain,

- i. Name of the end user.
- ii. Name of the contact person.
- iii. Phone number, fax No., e-mail address, web address, etc.
- iv. Mail address.
- v. Name of relevant project/local authority/water authority etc.
- vi. Description of the purchases made.
- vii. Dates purchased.
- viii. Full details of performance of relevant Gunmetal Ferrules i.e. performance within the specifications, durability, lifetime etc.

- ix Data relating to the causes attributed to the manufacturer's defects. Provide types of manufacturer's failures i.e. failures of different components, failure types (mechanical failures like cracks, fatigue failure /wear & tear etc.).
- x Brief description of quality of the water being passed through the Gunmetal Ferrules (physical, chemical details).

Certificates shall have the seal of the issuing organization/firm signed by authorized official. Offers not accompanying these certificates shall be considered as substantially non-responsive.

- (3.5) Bidder shall submit 03 numbers of Gunmetal Ferrules which shall be legibly marked with following by embossing integrally during casting;
 - i. Trade Mark of the Product (Make).
 - ii. The nominal size of the Ferrules.
 - iii. Any additional details such as Company Name etc. (optional)
 Also these test samples should be packed in a suitable plastic box, sealed properly and should be submitted with the bid.

(4) Funds required for this contract is available under

- (6.2) The address for the purchase of Bidding Document and
 - Assistant General Manager (Tenders & Contracts),
 - National Water Supply & Drainage Board (NWSDB),
 - Galle Road,
 - Ratmalana.
 - FAX 011 – 2635885 TEL. 011-2605328

(12.5) Add to the Clause 12.5

As an alternative the purchaser shall establish Telegraphic Transfer as stated in the Clause 16.3 of Contract Data.

(13.2) The amount of Bid Security shall be Sri Lanka Rupees.

(13.3) The validity of Bid Security shall be up to (*specify the date*).

(14.1) The period of Bid Validity shall be 91 Days from the date of closing of Bid.

- (17.2) (a) The inner and outer envelopes shall be addressed as follows:
 - The Chairman, Department Procurement Committee,
 - C/o, Assistant General Manager (Tenders & Contracts),
 - National Water Supply and Drainage Board,
 - Galle Road, Ratmalana,
 - Sri Lanka.

(c) “Not to be opened before(Time) on (Date)”

(18.1) The Procurement Committee's address for the purpose of Bid submission (and on behalf of the Board) and Bid opening is;

Department Procurement Committee,
C/o, Assistant General Manager (Tenders & Contracts),
National Water Supply and Drainage Board,
Galle Road, Ratmalana,
Sri Lanka.

(18.2) The deadline for submission of Bid

Date:..... Time:

(21.1) The place for opening of Bids,

Department Procurement Committee,
C/o, Assistant General Manager (Tenders & Contracts),
Tenders & Contract Branch,
National Water Supply and Drainage Board,
Galle Road,
Ratmalana, Sri Lanka

(24.1) Add to Clause

If a Bid does not meet any one of the requirements (a), (b) & (c) of clause 24.1, it will be considered substantially non responsive and rejected by the Procurement Committee.

(33.2) The prevailing rate of stamp duty on contracts for supply of goods is nil.

(34.1) The amount of Performance Guarantee shall be 10% of the Contract Price.

5 CONTRACT DATA

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

The Contract Data is a part of 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.

(Note: What is given in italic letters are guide lines to prepare the Contract Data and they shall be removed offer preparation of the Contract Data.)

Contract Data

(Please note that the Clause nos. given hereunder are that of Conditions of Contract)

General

Clause Reference Number

General Conditions of Contract

- 1.1 (f) Contract Period is Days from the date of Letter of Acceptance.
- 1.1 (g) The Employer is
Name: National Water Supply and Drainage Board.
Address: Galle Road, Ratmalana.
- 1.1 (k) The Engineer is
General Manager,
National Water Supply and Drainage Board.
Galle Road, Ratmalana.
- 3.2 The Engineer's Representative shall be the (PD/DGM of relevant RSC)
.....of the National Water Supply and Drainage Board.
- 8.2 **Not Applicable**
- 10.2 The Goods shall be delivered at such places, in such quantities and within such periods as prescribed in the attached **Delivery Schedule**.
- 14 **Not Applicable**
- 15.2 The validity of warranty shall be 36 months in accordance with the .
& 15.6 General Conditions of Contract.
- 16.2 Add to **Clause 16.2**
The summary of Terms of Payments is given in the attached **Payment Schedule**.
- 16.3 Add **Sub Clause 16.3 (b)**
As an alternative the purchaser shall establish Telegraphic Transfer (TT) for the foreign component quoted in accordance with **Clause 16.1** General Conditions of Contract for an equivalent sum of not exceeding US\$ 50,000 for purchase of goods/ materials on submission of an unconditional, on demand equal to the value of Telegraphic Transfer, from a reputed Bank operating in Sri Lanka, by the bidder. Validity of the bank guarantee shall be 28 Days beyond the contract period.
- Bank guarantee shall be released upon handing over goods at site and acceptance by the Engineer. If the supplier fails to deliver the goods on time up to the requested quality, this bank guarantee shall be forfeited.

23.1 The amount of Liquidated Damages shall be Rs. per Day of delay.
Limit of Liquidated Damages shall not exceed 10% of Contract Price.

31.1 (a) Purchaser's address for notice purposes shall be as follows:

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

Facsimile Number: Colombo, 011-2635885
e – Mail: gmnwsdb@sltnet.lk

(b) Supplier's address for notice purposes shall be as follows:

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

DELIVERY SCHEDULE

Item No.	Description of Goods	Quantity	Unit	Final Destination as specified in Bidding Data <i>[insert place of Delivery]</i>	Delivery Date
					Purchaser's delivery date as per the contract
01	Bill No.1				

PAYMENT SCHEDULE - I If the Manufacturer is a Local Manufacturer

STAGE OF PAYMENT		STAGE OF CONTRACT	DOCUMENT TO BE SUBMITTED	AMOUNT OF PAYMENT	REMARKS
01	Mobilization Advance Payment.	After signing of Contract Agreement.	<ul style="list-style-type: none"> ◆ A written request for payment in the form of an invoice. ◆ A bank guarantee for the equivalent amount. ◆ A performance guarantee. ◆ Warrantee Certificate as per Clause 15. 	20% of the Contract Price.	Advance payment shall be made within <u>30 days</u> of signing the Contract upon submission of required documents.
02	Subsequent Payments.	Partial delivery to site.	(a) Supplier's invoice based on the BOQ and showing description of goods delivered quantity, units, amount and total amount. (b) Inspection certificates, issued by the nominated inspection agency. (c) Manufacturer's Inspection and Test Certificate. (d) Pre-delivery factory inspection and test certificate by the Engineer's Representative. (e) Engineer's representative's approval for the payment. (f) Certificate of origin for Raw materials.	50% of the BOQ value of Goods supplied. Less previous payments including any advance payment made.	Subsequent payments shall not be made unless and until the contract value of Goods delivered becomes more than or equal to 30% of the Contract Price.
		Full delivery to site	(a) to (f) as above.	90% of the Contract Price less previous payments including any advance payment made.	
03	Final Payment	Final Acceptance by the Engineer for the delivery and other obligations.	<ul style="list-style-type: none"> ◆ A written request for final (balance) payment in the form of an invoice based on the BOQ. ◆ Engineer's representative's approval for the payment. ◆ copy of Final Acceptance Certificate issued by the Engineer. 	Total Contract Sum less previous payments including any advance payment made.	The total Contract Sum shall become payable within <u>30 days</u> from the date of the Engineers Final Acceptance Certificate.

PAYMENT SCHEDULE - II If the Manufacturer is not a Local Manufacturer

Letter of Credit will be opened by the Purchaser. No Advance payment will be made.

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	<ul style="list-style-type: none"> ◆ 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 Accredited Lab/ Independent inspection agency. ◆ Manufacturer's Inspection and Test Certificate ◆ Certificate of origin ◆ Certificate of conformity to the requirements specified in the specifications. ◆ Inspection and test certificate. 	75% of foreign component of the items shipped on Letter of Credit.	
2	Balance foreign component	Final acceptance by the Engineer based on the delivery testing and passed in test performed 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 shall be paid.	The total Contract Sum shall become payable within <u>60 Days</u> from the date of the Engineer's Final Acceptance Certificate
(B) Local Payment					
3	First Payment	On delivery and stacking of the Goods at site/stores, testing and passed in test performed	Document providing the delivered Goods and passed in test performed are in compliance with the specifications.	90% of the Local component of the Contract Price less Bank charges	Sri Lanka Rupees component by a cheque in favour of the supplier.
4	Balance Local Payment	Final acceptance by the Engineer for the delivery and other obligations	A written request for balance 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 less remaining Bank charges.	The total Contract Sum shall become payable within <u>60 Days</u> from the date of the Engineer's Final Acceptance Certificate.

6.0 SPECIFICATION FOR GUNMETAL FERRULES

7. SCHEDULE OF PARTICULARS

SCHEDULE OF PARTICULARS

NOTES

- a) The bidder is necessarily required to complete all the details asked in the schedule of particulars given in the Section-7 of this bidding document for Gun metal ferrules. The bid is liable to be rejected if the required details are not furnished.
- b) Where catalogues, technical literature and drawings accompanying the bid, their references should be quoted in the Schedule of Particulars;
- c) Where the bidder's specification is not conforming to the minimum specification given in the bidding document, the offer will be rejected.
- d) All test reports specified in the Bidding Document shall be submitted at the time of delivery of materials at the stores and the supply of materials shall not be considered as complete for purpose of payment until the material is tested and accepted by the Engineer.

**SCHEDULE OF PARTICULARS FOR
GUNMETAL FERRULES**

1.1 Name and Address of the Manufacturer

E-Mail Address :

Telephone No : Fax No:

1.2 Factory Address
(The factory at which offered ferrules are manufactured & assembled)

E-Mail Address :

Telephone No : Fax No:

1.3 Name & Address of the Inspection Agency who issued the Total Quality assurance System certificate.

E-Mail Address :

Telephone No : Fax No:

Date of issue of the total Quality Assurance certificate and period of validity.

1.4 Name & address of the pre-shipment Inspection Agency selected for inspection and testing of Gunmetal Ferrules to be supplied under this contract for conformity to BS 1400.

E-Mail Address :

Telephone No : Fax No:

1.5 Local Agents Office (if any)

E-Mail Address :

Telephone No : Fax No:

2.1 Country of Manufacturer:

2.2 Materials :

Top plug :

Top cap :

Top cap washer :

Banjo washers :

Banjo :

Inner plug :

Stem :

2.3 Body test pressure :
Seat test pressure:

2.4 Packing and Protection of Ferrules in transit :

2.5 Description of Ferrules and references to accompany catalogue / pamphlets
(if any) :

2.6 Name of water work activities where these products had been used :

2.8 Test certificate from recognized institution for individual diameter :

GENERAL DETAILS OF BIDDER

Company Name :

1. Head Office Address :

E Mail Address :

Telephone No.

Fax No.

2. Regional Office Address (If any) :

E Mail Address :

Telephone No.

Fax No.

3. a) Factory Address :(The factory at which offered Gunmetal Ferrules are manufactured & assembled)

E Mail Address :

Telephone No.

Fax No.

b) Production Capacity

Factory	Size of Gunmetal Ferrules (mm)	Annual Production Capacity (Units/Year)

c) Outsourced Factory Names & Address (in case some of the parts are outsourced from different manufactures)

Factory 1.

Name:

Address :

List of components outsourced to this factory :

- 1
- 2.
- 3.
- 4.

Web Address, e – mail, telephone, Fax and all contact details :

Factory 2.

Name :

Address :

List of components outsourced to this factory :

- 1
- 2.
- 3.
- 4.

Web Address, e – mail, telephone, Fax and all contact details :

SCHEDULE OF PARTICULARS

1. 1.1 Details of Manufacture (Product) Standard & ISO Series Certificate.

- 1. Manufacture (Product) Standard
- 2. Whether Bidder & Subcontractors posses ISO 9001:2015 certificate

Date of issue of the Total Quality Assurance certificate
Date of Expiry

1.2 No of shipments proposed by the bidder :

2 Name & Address of the Inspection Agency who issued the Quality Management System Certificates (ISO 9001:2015)

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

E Mail Address :

Telephone No.

Fax No.

3 Name & Address of the Inspection Agency selected for inspection and testing of Gunmetal Ferrules to be supplied under this contract.

.....
.....

E Mail Address :

Telephone No.

Fax No.

4 Name & Address of Local agent (if any) :

.....
.....

E Mail Address :

Telephone No.

Fax No.

5 Company and Year of incorporation
Main line of Business :

.....
.....

- 1. Since :
- 2. Since :
- 3. Since :
- 4. Since:

Attach copy of certificate of registration and ownership.

FORM 3

**DETAILS OF USERS WHO HAVE PURCHASED MORE THAN GUNMETAL
FERRULES**

DOCUMENT EVIDENCE OF FOREIGN END USERS WHO PURCHASED LOTS OF MORE THAN GUNMETAL FERRULES DURING LAST 05 YEARS.		
1.	Name of end user	
2.	Name of contact person	
3.	Contact phone number	
4.	Fax No & E – mail address	
5.	Address	
6.	Name of project/water authority/ Local authority	
7.	Location of project/water /local authority	
8.	Number of Gunmetal Ferrules purchased	
9.	Date of delivery	
10.	Date of completion	

Note: If there is more than one evidence, separate sheets should be submitted.

DETAILS OF CURRENT CONTRACTS

Applicants should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent has been received, or contracts approaching completion but for which an unqualified, full completion certificate has yet to be issued.

Name & Address of Client	No. of Gunmetal Ferrules with outstanding Supply		Value in US Dollars
	Size	Quantity – Nos.	

8. DEVIATIONS FROM SPECIFICATIONS

DEVIATIONS FROM SPECIFICATIONS

Preamble

The bidder is required to list all deviations of materials, production methodology etc. from the Specification including such information as has already been given elsewhere in the bidding Documents. The information shall be in sufficient detail to enable the Purchaser to make a realistic assessment of the effect of such deviations on the performance or life of the materials to be supplied.

Deviation

9. BILLS OF QUANTITIES

- **PREAMBLE NOTES ON PRICING**
- **BILLS OF QUANTITIES**
- **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 Bidders, Conditions of Contract, Contract Data, Delivery Schedule, Schedule of Particulars and Specifications which are to be read in conjunction with the Bills of Quantities. The following notes are given to assist in pricing the Bills of Quantities and enable the supplier to arrive at the total Bid Price. The Bidder shall insert rates and prices for the supply and delivery of **Gunmetal Ferrules** in strict accordance with the specifications.

2. Description of Items

2.1 Descriptions attached to the items in the Bills of Quantities are only in sufficient detail to ensure identification of the work described in the specification.

3. Rates and prices

3.1 In 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 Supply & 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 Conditions of Contract, testing, packing, transportation, clearing, loading, unloading, stacking, shipping line charges, warehouse rent, any demurrages, Agents Commission if any and other minor expenses.
- 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) Import duties, business taxes, income and all other taxes except customs duty and port charges that may be levied in purchaser's country (Sri Lanka).
- f) Cost of accessories not specially listed, but necessary for proper completion
- g) Price charged by the supplier for the preceding incidental services.
- h) Custom' duties, import license fees and port charges levied on the goods supplied under contract shall be directly paid by the Purchaser as per Clause 32.4 of the General Conditions of Contract

- 3.2 Bidder shall include FOB price under Foreign cost and all local costs which are incurred in Sri Lanka including Agency Commission under Local Cost. Freight and Inspection and Testing by Independent Testing Agency shall be included in the summary of Bills.
- 3.3 Insurance shall be done by the Purchaser.
- 3.4 Shipping shall be done as specified in the **Clause 37** of Instruction to Bidders.

4. A rate and/or price is to be entered against each item in the Bills of Quantities whether quantities are stated or not. If a bidder does not quote for a item of a bill , the particular bill shall be considered as incomplete and that bill shall not be taken for evaluation.
5. The Bills of Quantities contains Gunmetal Ferrules only.
6. Cost of Inspection and Testing by the Independent Inspection and Testing Agency shall be as per the **Clause 8** of the Conditions of Contract.
7. The rates and/or prices entered against items in the Bills of quantities shall be excluding the VAT as the VAT is considered separately.

BILL OF QUANTITIES

**SUPPLY AND DELIVERY OF NOS. OF
..... mm. GUNMETAL FERRULES**

**CONTRACT NO :
BILL NO. 1**

Item No.	Description	Qty	Unit	Rate		Amount	
				Foreign Component USD (FOB)	Local Component LKR	Foreign Component USD (FOB)	Local Component LKR
1.	Supply & delivery of.....mm Gunmetal Ferrules conforming to specifications		Nos.				
	Total carried forward to summary, Page No 9-....						

BILL OF QUANTITIES

**SUPPLY AND DELIVERY OF NOS. OF
..... mm. GUNMETAL FERRULES**

CONTRACT NO :

SUMMARY OF BILL NO. 01

Page Number	Unit	Amount	
		Foreign Cost (USD)	Local Cost LKR
Total of Page No. 9-...	-		
Freight	Sum		
Cost of Inspection and testing by Independent Testing & Inspection Agency	Sum		
Summary of Bill No 01 Carried to the Page No. 9-...	-		

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

SUPPLY AND DELIVERY OF NOS. OF

..... MM GUNMETAL FERRULES

CONTRACT NO. :

SUMMARY OF BILL

Bill No.		Amount	
		Foreign cost (USD)	Local Cost LKR
01	Supply and Delivery of Nos. of mm. Gunmetal Ferrules.		
	Sub Total (1)		
	Less Discount (if any)		
	Sub Total (2)		
	Total of Bid Price carried to Form of Bid (excluding VAT) in page 3-1.		

VAT Registration Number:.....

(A copy of the VAT registration certificate shall be annexed.)

Note: - The NWSDB VAT Registration No: - 4090 31820 7000

Name of the Independent Inspection Agency :

.....

10. SPECIMEN FORMS

- **BID SECURITY**
- **CONTRACT AGREEMENT**
- **PERFORMANCE GUARANTEE**
- **LETTER OF ACCEPTANCE**
- **BANK GUARANTEE**
(For Telegraphic Transfer)
- **ADVANCE PAYMENT SECURITY**
(For local Manufacturer)

FORM OF BID SECURITY (Unconditional)

..... [issuing agency’s name, and address of issuing branch or office]
.....
.....

Beneficiary : Chairman
National Water Supply and Drainage Board
Galle Road, Ratmalana

Date..... BID SECURITY No :

We have been informed that [name of the Bidder ; if joint venture, list complete legal names of partners] (hereinafter called “the Bidder”) has submitted to you its bid dated [insert date] (hereinafter called “the Bid”) for the execution / supply of [name of contract] under Contract No.....

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Security.

At the request of the Bidder, we [name of issuing agency] hereby irrevocably under take to pay you any sum or sums not exceeding in total an 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 Bidder is in breach of its obligation (s) under the bid conditions, because of the Bidder:

- (a). has withdrawn its Bid during the period of bid validity specified ; or
- (b). does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) or
- (c). having been notified of the acceptance of its Bid by the Employer/ Purchaser during the period of Bid validity , (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Security shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder, or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to [insert date].

Consequently, any demand of payment under this Security must be received by us the office on or before that date.....

.....
[Signature (s) of authorized representative (s)]

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

MINISTRY OF

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**SUPPLY AND DELIVERY OF NOS. OF
..... mm. GUNMETAL FERRULES**

CONTRACT No.:

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 It's 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 of

.....
..... to 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 or Schedule of Rates and Specifications and General Conditions of Contract 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 or Schedule of Rates and in the said Specifications and Conditions of Contract to the entire satisfaction of the Board on or before the.....
.....
.....
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 or Schedule of Rates, (a detailed list whereof is annexed hereto,) Instructions to Bidders, Contract Data, Schedule of Particulars and Form of Bid, all duly signed by the Board and the Supplier shall for all purposes whatsoever be read, regarded and construed as part and parcel of the Agreement.
3. The Supplier shall be paid for the said execution of the Works the sum of(Rs.....)
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 Purchaser may be entitled hereunder, the Supplier hereby undertakes to maintain to the Purchaser with a Guarantee in favor of the Purchaser from a Bank approved by the Engineer, as surety
.....(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 Supplier has duly discharged and completed all his obligations under this contract and that there is no sum whatever due to the Purchaser at the date of such Final Acceptance Certificate under this Contract.
5. The following terms used in this Agreement and or in the Specifications shall be understood as having the meanings hereby ascribed to them, namely;
 - (a) "The Procurement Committee" shall mean the Procurement Committee appointed for the purpose of determining the Tender.
 - (b) "The Contractor" or "The Supplier" shall mean the person or persons, firm or firms, company or companies who have contracted for the supply and delivery of the materials, equipment and installation herein specified and includes its successors and permitted assigns.
 - (c) "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.

- (d) "The Engineer" shall mean the Officer for the time being holding the Office of or acting to the General Manager, National Water Supply and Drainage Board.
- (e) "The Engineer's Representative" shall mean the authorized Representative of the Engineer immediately responsible for the supervision of the Works or any other person appointed from time to time by the Engineer to act as Engineer and notified in writing to the Contractor.
- (f) "The Government" shall mean the Government of the Democratic Socialist Republic of Sri Lanka.
- (g) "The Purchaser" or "The Board" shall mean the National Water Supply and Drainage Board.
- (h) "Months" shall mean calendar months.
- (i) "The Contract Documents" shall mean the Instructions to Bidders, Contract Data, Bidding Data, Schedule of Particulars, the General Conditions of Contract, the Form of Bid, the Specifications, Bill of Quantities, Addenda, Articles of Agreement and their annexure.
- (j) "The Contract Price" shall mean the sum stated in the Letter of Acceptance payable to the Contractor for the supply of Goods and Services in accordance with the provisions of the Contract.
- (k) "The Works" shall mean the supply and delivery of Goods and the Services.
- (l) "Variation" shall mean any alteration of the description of any item in the Bill 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.
- (m) "RS or SL Rs." shall mean Sri Lanka Rupees.

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 Chairman, National Water Supply and Drainage Board and..... Board Member of the National Water Supply and Drainage Board at on the day of.....Two Thousand andin the presence of the following Witnesses.

Chairman Board Member

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

WITNESSES

Signature 1: Signature 2 :

Name : Name :

Address Address :

Signed by the said in the capacity ofat.....on the day of..... Two Thousand and in the presence of the following Witnesses.

.....
Signature of the Supplier

WITNESSES

Signature 1: Signature 2 :

Name : Name :

Address Address
.....

Capacity Capacity

FORM OF PERFORMANCE SECURITY (Unconditional)

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

Beneficiary : Chairman
National Water Supply and Drainage Board
Galle Road, Ratmalana

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 Supplier, 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

T&C/
.....
.....
.....

.....-202...

Regd. Post

Ms.
.....
.....

Dear Sirs,

SUPPLY AND DELIVERY OF NOS. mm. GUNMETAL FERRULES

CONTRACT NO:

Letter of Acceptance

We are pleased to inform you that your offer submitted on[date] on the above tender, amounting to United States Dollars (US\$....../=) Plus Sri Lanka Rupees (LKR.....) has been accepted.

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

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 Deputy General manager (.....)

All Gunmetal Ferrules under this contract shall be delivered at such places, in such quantities as specified in the Delivery Schedule and Contract Period is months from the date hereof.

The liquidated damages for any delay beyond the above period shall be LKR/= per shipment per Day of delay not exceeding 10% of the total Contract Price.

Performa Invoice should be submitted within 14 days from the date hereof, requesting the NWSDB to open the Letter of Credit in the supplier's name.

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 Contract Price valid for a period of 28 Days beyond the Contract Period from the date hereof shall be submitted within 14 Days from the date hereof.

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 Representative of this contract is

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

Yours faithfully,

National Water Supply & Drainage Board

General Manager

- Cc: 1. Secretary, Ministry of,
2. Auditor General – Duplicate offer and a copy of the Tender Board decision attached.
3. Addl. General Manager (.....)
4. Deputy General Manager (.....)
5. Deputy General Manager (Finance)
6. Deputy General Manager (IA)
7. Asst. General Manager (.....)
8. Chief Engineer (.....)

Stores Copy

FORM OF BANK GUARANTEE
(For Telegraphic Transfer)

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

Beneficiary : Chairman
National Water Supply and Drainage Board
Galle Road, Ratmalana

Date

BANK GUARANTEE 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 a bank guarantee.

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 without your needing to prove or to show grounds for your demand or the sum specified therein.

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

This guarantee shall expire on [28 Days beyond the Completion Date]

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

.....
[*Signature (s)*]

Signature and seal of the guarantor
Witness :
Name :

FORM OF ADVANCE PAYMENT SECURITY
(For Local Manufacturer)

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

Beneficiary : Chairman
National Water Supply and Drainage Board
Galle Road, Ratmalana

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 without your needing to prove or to show grounds for your demand or the sum specified therein.

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 [28 Days beyond the Completion Date]

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 :

11. APPENDICES

APPENDIX 1- DETAILS OF SIMILAR MANUFACTURES COMPLETED WITHIN THE LAST FIVE YEARS AND ONGOING

Name and Address of Employer	Name and details of Contract	Value of Contract	Period of Contract		Remarks (Completed/ ongoing etc)	Value of work remaining incomplete
			From	To		

APPENDIX 2 - FINANCIAL STATEMENT

Summary of assets and liabilities based on the audited financial statements for the last three financial years (Current statement may be unaudited) together with the Financial Performance as indicated in the following schedule shall be submitted.

If the business has not been in operation for three years following schedule shall be submitted for the period that the business has been in operation together with the aforesaid financial statements.

Bidders whose financial capability is marginally less to undertake this bid may show credit facilities available to them from a Banks. (supported by a letter from Bank, issued one month prior to closing of Bids).

Financial performance for the last 3 years

Year	xxxx	xxxx	xxxx
Turnover from Contracting			
Fixed Assets (FA)			
Current Assets (CA)			
Current Liabilities (CL)			
Long Term Liabilities (LL)			
Net Worth = Total Assets – Total Liabilities			
Current Ratio = $\frac{\text{Current Assets}}{\text{Current Liability}}$			
Liquidity Ratio = $\frac{\text{Current Assets (except stock)}}{\text{Current Liability}}$			
Gearing Ratio = $\frac{\text{Debt Capital} \times 100}{\text{Total Capital Employed}}$			
$\frac{\text{Turnover}}{\text{Total Operating Assets}} \times 100$			
$\frac{\text{Net Profit}}{\text{Total Assets}} \times 100$			

APPENDIX 2A – AUTHORIZATION FOR BANK REFERENCES

BIDDER SHALL FILL THIS FORM AND PROVIDE WITH THE BID

..... *[Bidder's Name]*
.....*[Address]*
.....
.....

Manager *[Name of Bank]*
.....*[Address]*
.....
.....

Dear Sir,

We hereby Authorize the National Water Supply & Drainage Board, on behalf of the Procurement Committee, to seek references of Bank details in order to evaluate the financial statuses of our company M/s
.....*[Contract Name]* in connections with the *[Contract Number]* bid, submitted by us.

Yours faithfully,

.....
.....
Authorized officer of the Bidder.

Note : If there are more than one bank, separate letters should be submitted for each Bank.

APPENDIX 3 - LETTER FOR CONFORMATION OF CAPABILITY OF PRODUCTION AND SUPPLY ACCORDING TO DELIVERY SCHEDULE

[Address of the Manufacturer]

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

Chairman, Procurement Committee,

.....,
.....,

**SUPPLY AND DELIVERY OF NOS. OF mm. GUNMETAL FERRULES.
CONTRACT NO.....**

We,[*name of Manufacturer*]

of.....

.....[*address of*

manufacturer]confirm that we have sufficient production capacity to produce the quantity ofmm Gunmetal Ferrules offered under the above mentioned bid and shall deliver them according to the delivery schedule indicated in the bid.

.....
Authorized Officer of the Manufacturer.

.....
Seal of the Company.

Name:

Certified by

.....
Authorized officer of the Bidder

.....
Seal of the Company

Name :.....

APPENDIX 4 - POWER OF ATTORNEY FOR THE SIGNATORY TO THE APPLICANT

[Date]

To: Chairman, Procurement Committee,
.....,
.....,

TO ALL TO WHOM THESE PRESENTS SHALL COME
.....(Company Name) a company duly incorporated in (Country
in incorporation) under the provisions of the Companies Act/Country legislation
No.....and having its Registered Office at.....
.....(address of the office)
in..... (Country).

- : SENDS GREETINGS :-

WHEREAS (Company Name) is desirous
of appointing some fit and proper person as its Attorney to manage and transact all related works
of Supply and Delivery of **Gunmetal Ferrules** to the National Water Supply & Drainage Board in
Sri Lanka.

HOW KNOW YOU AND THESE PRESENTS WITNESSETH that
.....(Company Name)
(hereinafter referred to as **“the Company”**) have made nominated and appointed by these presents
do make nominate and appoint (Name of the Attorney
who signs the application) (holder of National Identity Card bearing No.
..... or Passport bearing No.) of
..... (address) the said Mr.
..... (Name of the Attorney who signs the Bid) (hereinafter referred to as **“the said
Attorney”**) to be the Company’s true and lawful Attorney of **Supply and Delivery of Gunmetal
Ferrules** to the National Water Supply & Drainage Board in Sri Lanka to act for the Company and
on behalf of the Company and in the name of the Company or otherwise for all and each and every
or any of the following purposes.

1. To sign and/or execute all such applications, forms and/or documents on behalf of the
Manufacturer for **Supply and Delivery of Gunmetal Ferrules** to the National Water
Supply & Drainage Board, Sri Lanka and to represent the company for this purpose.
2. To execute any agreement involving to this effect to make any application to the concerned
authorities in the National Water Supply & Drainage Board, Sri Lanka for the purposes of
obtaining any approvals, permits and/or consents as may be required for **Gunmetal
Ferrules** manufacturer.
3. This power of attorney shall, remain valid until **Supply and Delivery of Gunmetal
Ferrules** to the National Water Supply & Drainage Board; and

4. This power of attorney shall in all respects interpreted in accordance with, and governed by, the laws applicable in (Country of Manufacture).

IN WITNESS WHERE OF
(Company Name) has affixed its Common Seal hereto and to two others of the same tenor and date as these presents at(Place) on this (day) of.....(month) in the year(year).

Specimen signature of the Attorney (Applicant)

The Common Seal of the Company

.....

was affixed hereto in the presence of Date.....

..... (Signature)

..... (Name of the Managing Director/
Authorized person as specified in the Article of Association)

..... (Position)

Witnesses

1. Name Signature

2. Name Signature

I (Name of Notary Public/Solicitor) of
.....(Address) in the
.....(Country) Notary Public/Solicitor do hereby certify and attest that the foregoing instrument having been duly read over and explained by me the said Notary to the within named executants(Name of Attorney)(Position) of
.....(Address) respectively who are known to me and who have caused the Common Seal to be affixed hereto and whom have signed illegibly in the presence of
.....(Name of witnesses)
.....(Address) who have signed illegibly respectively the subscribing witnesses hereto both of whom are also known to me and the same was signed by the said executants also by the said witnesses and by me the said Notary in my presence and in the presence of one another all being present together at the same time at
.....(Place) on this(day) of(Month) in the year
.....(20.....).

AND I further certify and attest that the Original of this instrument bears one stamp to the value of Rs.....

DATE OF ATTESTATION

.....20.....

WHICH I ATTEST

NOTARY PUBLIC

APPENDIX 5 - MANUFACTURER'S AUTHORIZATION TO SIGN THE CONTRACT

[This letter of authorization should be on the letter head of the Manufacturer 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]

To : Chairman, Procurement Committee,
.....,
.....

**SUPPLY AND DELIVERY OF NOS. OF mm. GUNMETAL FERRULES
CONTRACT NO.....**

We[insert complete name of Manufacturer], who are Manufacturer ofmm Gunmetal Ferrules, having factories at[insert full address of Manufacturer's factories], do hereby authorize [insert complete name and address of Bidder] to submit a bid, the purpose of which is to supply numbers ofmm **Gunmetal Ferrules** manufactured by us, [insert name of the Manufacturer] and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Duly authorized to sign this Authorization on behalf of :[insert complete name of the Manufacturer]

Signed :[insert signature(s) of authorized representative(s) of the Manufacturer]

Name :[insert complete name(s) of authorized representative(s) of the Manufacturer]

Title : [insert title]

Dated on day of[insert date of signing].

APPENDIX 6 - BIDDER’S AUTHORIZATION TO SIGN THE BID/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]

To : Chairman, Procurement Committee,
National Water Supply and Drainage Board,
Galle Road, Ratmalana, Sri Lanka,

SUPPLY AND DELIVERY OF NOS. OF mm. GUNMETAL FERRULES

CONTRACT NO.....

We[insert complete name of the Bidder], of[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. We will supply the goods as per 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
In the place of(Address)

Date :

APPENDIX 7 - TOR FOR THE INDEPENDENT INSPECTION AGENCY

	Material Data Item	NWSDB Requirement	Observation/Test
1	Top plug	Gunmetal (BS1400 L G2)	
2	Top Cap	Gunmetal (BS 1400/BSEN 1982:1999 L G2)	
3	Top Cap Washer	EPDM rubber (BS EN 681-1:1996, BS EN 681-2:2000) – for 1 ¼” to 2”	
4	Top Cap Washer	Nitrile rubber –for ½” to 1” sizes	
5	Banjo washers	EPDM rubber (BS EN 681-1:1996, BS EN 681-2:2000)	
6	Banjo	Gunmetal (BS 1400/BSEN 1982:1999 L G2)	
7	Inner plug	Gunmetal (BS 1400/BSEN 1982:1999 L G2)	
8	Stem	Gunmetal (BS 1400/BSEN 1982:1999 L G2) ,Inlet taper thread, female thread for inner plug, female thread for top cap , holes for water out let	
9	Inlet	Thread- male taper Comply to BS EN 10226 / ISO 7/1	
10	Outlet	Thread- female parallel Comply to BS EN 10226 360 ⁰ swivel at 90 ⁰ with the stem	
11	Operational features Working pressure	Upto 20 bar	
12	Testing Samples 200 Nos.	ISO 2859-1:1999(E) & ISO 3951:1989	
13	Casting	Closed grained, sound, smooth and symmetrical and clean. Free of blow holes Any other defects	
14	Operation All fittings	Suitable for frequent operation and for infrequent operation after long periods in the open or closed positions.	
15	Dimension	BS21	

APPENDIX 8 - 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 NOS. OF mm. GUNMETAL FERRULES
 CONTRACT NO.....**

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.

Also we enclose further details in the given table below.

Part/ Section	Warranty period

.....
 Authorised Officer of the Manufacturer.

.....
 Seal of the Company.

Name :

Certified by

.....
 Authorized officer of the Bidder

.....
 Seal of the Company

Name :

**APPENDIX 9 - MANUFACTURER'S AWARENESS OF THE TOR FOR
INDEPENDENT INSPECTION AGENCY**

[Address of the Manufacturer]

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

Chairman, Procurement Committee,

.....
.....

**SUPPLY AND DELIVERY OF NOS. OF mm. GUNMETAL
FERRULES
CONTRACT NO.....**

We,[Name of Manufacturer] of

.....
.....[address of

Manufacturer]confirm that we have noticed that ,

- a) Appendix 7 – TOR for Independent Inspection Agency
- b) **Clause 8.5** of General Conditions of contract

.....
Authorised Officer of the Manufacturer.

.....
Seal of the Company.

Name :

Certified by

.....
Authorized officer of the Bidder

.....
Seal of the Company

Name :

APPENDIX 10 - BIDDER'S GUARANTEE FOR THE REPLACEMENT OF UNACCEPTABLE GOODS SUPPLIED UNDER THE CONTRACT

[Address of the Bidder]

.....
.....

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

**SUPPLY AND DELIVERY OF NOS. OF mm. GUNMETAL FERRULES
CONTRACT NO.....**

We,[*name of Bidder*] of
.....
.....[*address of Bidder*] guarantee that we shall unconditionally undertake to replace any unacceptable goods supplied under this contract with no additional cost to the employer ensuring timely completion of the project.

In any case we fail to replace the unacceptable goods, we agree that the NWSDB shall not make balance 25% payment and shall take action to encash the Performance Guarantee. We further aware that NWSDB will immediately suspend issuing bidding documents to us and thereafter action shall be taken to blacklist us.

.....
Authorised Officer of the Bidder

.....
Seal of the Company

Name :

APPENDIX 11 – FORMAT FOR BIDDER’S TEST CERTIFICATES

APPENDIX (A) - FACTORY INSPECTION/AUDIT REPORT

Factory Inspection/ Audit report

The Whole Manufacturing Process, Whole Manufacturing System and the Whole facility shall be audited by the Certification Agency and issue the relevant certifications.

Certification agency shall certify whether the above adhere to the intended proper practices and report any steps of the procedures skipped by the manufacturers. The inspection/ Audit process shall carry out comprehensive surveillance of the above.

Scope of the Inspection/ Audit

1. General Information
2. Foreign Trade Capacity
3. Product Research and Development Capacity
4. Quality Management System and Product Certification
5. Product Capacity & Quality Control
6. Photos

Part A : General Information

Section 1 : Company Overview

1.1 Legal Validity					
Does the Company have a Valid business license?	Yes	No	Others	Valid Date	
Year of establishment				Registration Number	
Registered Address					
Actual Address					
Is the annual review done By local authority (Industrial & Commercial Bureau ?)					
Registered Capital					
Name of the legal representative					
Business Scope					

1.2 Basic Information			
Contact Person		E – Mail	
Phone Number		Fax Number	
URL/Web Address			
Company type	Manufacture	Foreign Trader	Combined
Type of ownership	Limited Company	Public company	Joint Venture
Type of owner ship	Stated-owned	Private Owner	Wholly foreign-owned enterprises
Subsidiary factory/ies			
Product Manufactured/sold scope			

1.3 Company Building Information	
According to:	
Land certificate	Real estate certificate
Lease agreement	
The land occupy about :	sq. meters
The workshop occupy about :	sq. meters

Section 2 Human Resources

2.1 company (Organization) Chart

2.2 Explanation of Code and Employee Details		
Code	Department	Numbers of Employees
A		
B		
C		
D		
E		
F		
G		
H		
Number in total		

2.3 key staff			
Title	Full Name	Education	Working experience for trade/total experience

Remark :Above information of key staff was based on interview with company representatives.

Part B : Foreign Trade Capacity

Section 1 : Export Overall Situation

1.1 Export Overall Situation	
Does the company have a valid export license ?	Yes No
The Export license registration Number ?	
The number of foreign trading staff with relevant trading experience ?	Within 1 year 2-05 years 5 – 10 years Over 10 years Total Staff ...
The language freely used by foreign trade staff	
Annual revenue of previous year	
Estimated export revenue for this year	
Oversea agent	
Nearest port	
Acceptable quotation	FOB CIF
Acceptable payment type	LC T/T
What is the company's projected average lead time from PO confirmation to production EX works delivery ?	

Section 2 : Export Business Capacity

2.1 Market Distribution		
Market	Main Project	% of total Business Volume (last year)

Remark : Above information of business volume was claimed by company representative. Include data for all exports to Europe, North America and Japan

Section 3 : Supplier Management

3.1 Supplier Management		
Item	Content	Observation/Comments
1	Does the company established and implement an effective suppliers' assessment procedure ?	<p>Have the written procedures and followed records</p> <p>Have the written procedures but no records</p> <p>Have the relevant records without written procedure</p> <p>Have no written procedures or followed records</p>
2	Does the company have An updated list of approved suppliers ?	<p>The approved Suppliers list was updated in</p> <p>Have the written suppliers without approved signature or date</p> <p>Provide the some suppliers names</p> <p>No approved suppliers list</p>

Section 4 : After Sale Service Capacity

4.1 After Service capacity		
Item	Content	Observation/ comments
1	Is there a procedure to conduct random Product inspection after final packaging in Place ?	<p>Have clear standards and written inspection Records</p> <p>No written standards but had inspection Reports</p> <p>Have the procedures but no inspection records</p> <p>It's not necessary to carry out the inspection</p>
2	Is there a clear procedure for handing Customer complaints ?	<p>Has the clear procedure and followed Records</p> <p>Has the procedure but no written records</p> <p>No written procedures or records</p>
3	Can the finished / packaged product be Traced by lot identification to the Appropriate raw materials test reports ?	<p>Have the procedure to trace the raw Materials</p> <p>Can trace main materials</p> <p>Can trace production data</p> <p>Can't trace products</p>
4	Are corrective & preventive actions Mechanism established and implemented Effectively (including the suppliers /sub-Contractors control, incoming inspection, process control, final inspections and Customer complaint) ?	<p>Has the clear procedure and followed Records</p> <p>Has the procedure but no written records</p> <p>No written procedures or records</p>

Part C : Product report & Development Capacity

1.1 Product Research and Development capacity	
The amount of R&D and relevant working Experience	Within 1 year staff 2 – 5 years staff ... 5 – 10 years Staff Over 10 years staff Total engineers
What is the main job responsibility for R&D engineers ?	
Does the company have its own brand for the company, or ODM , OEM, others ?	
Is there any relevant design input, output, Review, verification and validation Documentation available to the auditor for review?	
Does the R&D staff normally have any special Software to design new products ? If yes , please list the main software.	
Does the company have an effective design Change control procedure in place ?	
Please list the patent certifications and Qualifications license.	

Part D : Quality Management System and Product Certification

1.1 Quality Management System and Product Certification	
Has the company obtained a valid certification for their quality management system ? such as ISO9001 :2008/2015 , QC80000 and etc.	
Is product certification done in terms of selling Designation (UL for US,CCC for china, CE for Europe.....) at the company ? 1) product certification list ? if has 2) sample of product certification , if has (at least one key products) ? 3) Copy of product certification sample (01 – 05 key products , if has) ?	

Part E : Production Capacity & control

Section 1 : Production Capacity

1.1 Production Situation (Top three Product Categories)			
Product Category	Capacity on top month	Average Capacity	Total in 2011

Section 2 : Production process Control

2.1 Production Process Control		
Item	Content	Observations/ Comments
1	Are the Environmental Conditions, Such as Tidiness and cleanliness being controlled and Suitable for the operation performed ?	Very tidy Normal Need to improve Very poor
2	Are the following items / documents provided At appropriate location and under control When necessary ?	Work instructions/procedures Workmanship standard/acceptance Golden sample /Approval sample Product picture Verbal by workshop director
3	Are written instructions available for incoming materials inspections/testing ? Is the relevant record maintained ?	Has instructions and uniformly followed Has instructions but no written records Check the products by packing staff
4	Are written inspections/ testing instructions Available for finished products ? Is the relevant record maintained ?	Have instructions and uniformly followed Have instructions but no written records Check the products by packing staff
5	What type of inspections is used for finished Products ?	Random inspections 100% inspection visual inspection function inspection

6	Are non- conforming units clearly marked/segregated to prevent accidental dispatch?	Marked and segregated Segregated but not marked clearly Not found in site
7	How are the non – conforming units handled ?	Repaired and re-inspection Picked out Used under control Others

Section 3 : Company Development/ Expansion Plans

3.1 Company Development/Expansion Plans		
Item	Company Development Action(s)	Timeframe

Part H : Photos of documents

Section 1 : photo of documents

Description : Business License

Description : Lease Agreement

Description : Patent Certificate

Section 2 : Photos of Company

2.1 Photos of Company and product sample

Description : Company Gate

Description : Workshop

Description : Office

Description : Warehouse

Description : Showroom

APPENDIX (B) – IN PROCESS INSPECTION CERTIFICATE (DURING PRODUCTION INSPECTION)

In Process Inspection Certificate(During Production Inspection)

Inspection agency shall carry out the inspections when 20% of the order quantity has been produced so as to ensure that the contractual obligations regarding product specifications and other requirements have fulfilled and complied with.

Scope and Procedure

Sample size selection from the lot

Sample size code letter shall be selected from table 1 – sample size code Letters in appendix C depending on the Lot size and General Inspection Level 1.

Then the table 2 – A – Single Sampling Plans for normal inspections (Master Table) in Appendix D shall be employed for sample size determination and allowable failure percentage.

Following are the inspection levels to be used:

Accepting Quality Limit – 2.5

Single Sample

Normal inspection

From the above, Sample size shall be obtained from table 2- A in Appendix D. Subsequently a sample of the above size is selected from lot using standard Random Tables.

Each ferrule in the sample shall be subjected to the following parameters & features.

1. Full dimensional test for compliance with the attached dimensional drawing of the Ferrule.
2. Compliance with the type specified, construction features shown in the drawing.
3. Body pressure with inner plug fully open/ top plug closed, for compliance with the specified body pressure.
4. Body pressure with inner plug fully closed/ top plug closed, for compliance with the specified body pressure.
5. Any ferrule failing in any of the above eight tests shall be considered to have failed totally.

In addition material composition of 03 random samples shall be tested by the Independent Agency for compliance with the specified material composition. Reports shall be submitted to the NWSDB.

Visual Inspections

All components parts being used in the manufacture of the ferrules to be supplied under this Contract shall be carefully inspected for their quality.

i.e. precision of machining, casting, surface finish etc.

alignments, tolerances between matching parts, positioning of parts in the subassemblies and overall assembly etc.

APEENDIX (C) – PRE PRODUCTION CERTIFICATE

Pre Product Certificate

Inspection Agency shall inspect all individual components to be used in the manufacturing and assembly process of the meters to be supplied under this contract.

Inspections to be carried out,

1. Visual
2. Measurements (acc. to manufacturer's specifications, QA plan data)
3. Fits & tolerances (acc. to Manufacturer's specifications, QA plan data)
4. Mating of parts (proper fit, alignment etc)
5. Machined surfaces

Parts to be subjected to these tests,

1. Ferrule body
2. Top cap
3. Stem
4. Top plug
5. Inner plug
6. Banjo washers
7. Top cap washer

APPENDIX (D) – QUALITY CONTROL/ASSURANCE SYSTEM CERTIFICATE

Quality Control / Assurance system Certificate

Verification and certifications whether the manufacturer has a documentary Quality(control) plan for the materials, manufactured and sub – contracted parts in the production process.

Quality plan formats shall generally include,

Part number & Description

Measurements Method

Quantity to be checked

Frequency

Specification limits

Deviation/Defects

Actions on Deviations/Defects

Responsible division/person

Description of the Sampling Procedure, Standards used for Sampling.

APPENDIX 12 - CONFIRMATION OF SUPPLYING GOODS MANUFACTURED AT THE FACTORY QUOTED

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

Date :.....

Chairman, Procurement Committee,
.....
.....

**SUPPLY & DELIVERY OF GUNMETAL FERRULES
CONTRACT NO.:**

We(Name & Address of the Gunmetal Ferrule manufacturer) hereby guarantee that, the Gunmetal Ferrules for the above contract were manufactured at the manufacturing factory at..... (Address of the manufacturing factory).

.....
Signature of the
Chief Executive Officer/
General Manager of the manufacturer

.....
Seal of the Company

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 13 - LETTER FOR CONFORMATION OF ISSUING CERTIFICATE ACCREDITED LAB/ INDEPENDENT INSPECTION AGENCY ON PROPER FUNCTIONING OF THE GUNMETAL FERRULES.

{ADDRESS}

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

Chairman, Procurement Committee,
.....,
.....,

SUPPLY & DELIVERY OF GUNMETAL FERRULES

CONTRACT NO

We(*Name of the Bidder*) of
.....
(Address of Bidder) certify that we Unconditionally undertake that Accredited Laboratory/
independent Inspection Agency.....
.....(*Name & Address of the Accredited Laboratory/
Independent Inspection Agency*) issue a certificate to ensuring the **Gunmetal Ferrules** shall
functioning properly and adequately.

The certificate issuing Agency/Laboratory shall have authority and qualify to issue such certificates.

.....
Authorized Signature Of Bidder

.....
Company Seal

APPENDIX 14 – 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 201..

Before me
Declarant

.....
Justice of the peace /
Commissioner for Oaths