REVISED ON 03-09-2024

# THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF
NATIONAL WATER SUPPLY AND DRAINAGE BOARD
SUPPLY AND DELIVERY OFtonne OF BLEACHING POWDER
CONTRACT No.:
REVISED ON 03-09-2024
NATIONAL WATER SUPPLY AND DRAINAGE BOARD

GALLE ROAD RATMALANA SRI LANKA

**MONTH & YEAR** 

<u>DOCUMENT ISSUANCE CERTIFICATE</u>
(To be filled at the time of issue by the authorised issuing officer)

1.STANDARD SPECIMEN DOCUMENT NUMBER	R: NWSDB/SBD/SUP/ BLEACH/FC(10-25 Million)/Ver 1
2. CONTRACT NUMBER :	
3.a) ISSUED TO:	
b) ADDRESS:	
c) TELEPHONE NUMBER:	
d) FACSIMILE NUMBER :	
4. a) TENDER FEE: Rs.	RECEIVED IN CASH/ BANK DRAFT
b) RECEIPT /BANK DRAFT NUMBER:	
5. NUMBER OF COPIES ISSUED :	
6. NUMBER OF CANCELLED COPIES ISSUE	D :
7. CANCELLED COPY FEE: Rs	RECEIVED/ NOT RECEIVED (IN CASH/ BANK DRAFT)
8. SUPPLIER'S BUSINESS REGISTRATION N	IUMBER :
9. a) ISSUING OFFICER:	
b) DESIGNATION :	
c) SIGNATURE :	
10. PLACE OF ISSUE :	
11. SEAL :	
12. DATE :	TIME :

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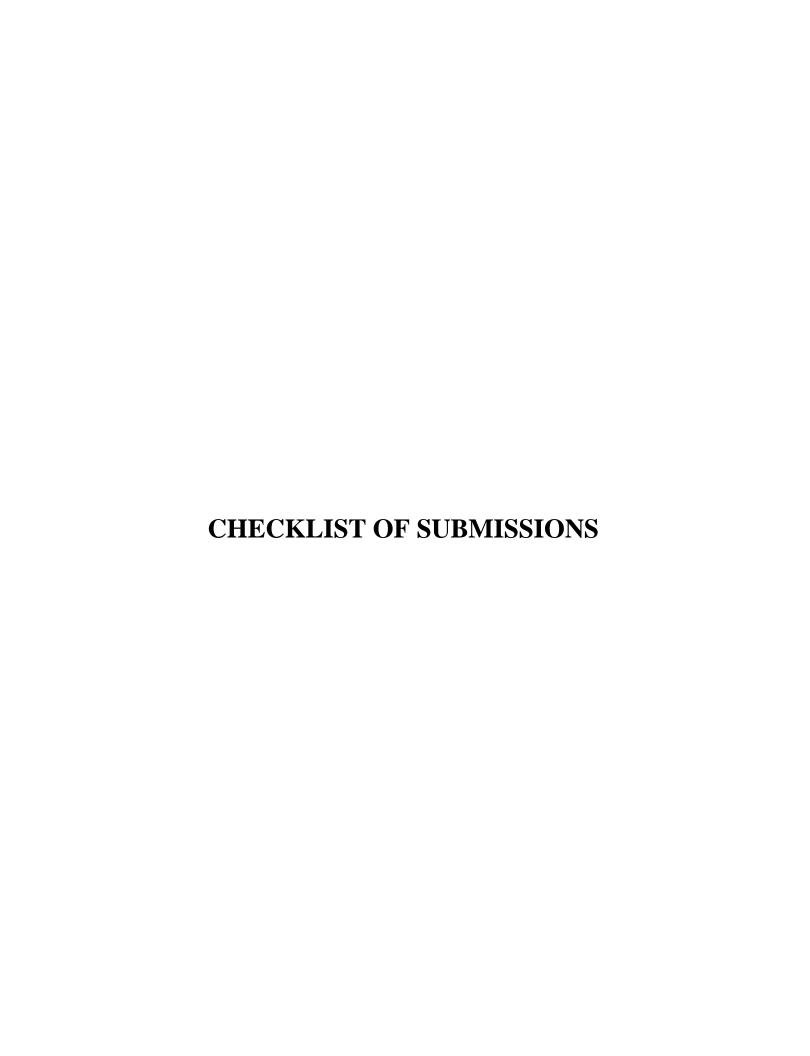
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#### **CHECKLIST OF SUBMISSIONS**

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.

(a) (b) (c)	Certified copy of business registration.  Documentary evidence to establish eligibility of	Page No. 1 - 3	Clause No. 2.1	
(b)	Documentary evidence to establish eligibility of			1
(c)	Bidding.	Page No. 1 – 3, 1- 4	Clause No. 2.1,2.2.	
	Documentary evidence to establish qualifications for the performance of the Contract.	Page No. 1 - 4	Clause No. 2.2	
(d)	The Bidder's technical and production capability necessary to perform the Contract.	Page No. 1 - 4	Clause No. 2.2 (b) 1	
(e)	In the case of a Bidder offering to supply Goods under the Contract which the Bidder does not manufacture or otherwise produce, authorisation by the manufacturer or producer of Goods as his accredited agent.	Page No. 1 - 4	Clause No. 2.2 (b)	
(f)	The agreement of the manufacturer or producer to confirm that the supply will be made in accordance with the Delivery Schedule.	Page No. 1 - 4	Clause No. 2.2 (b)	
(g)	Documentary evidence to establish that goods offered are from an eligible source and origin.	Page No. 1 - 4 1 - 5	Clause No. 2.2(b), 3	
(h)	Three test samples of 500 grams Bleaching Powder.	Page No. 1 - 5	Clause No. 3.5	
(i)	Duly completed section 1 to 12 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 - 6, 1- 8	Clause No. 6.1, 10.1 (a)	
(j)	Subsequent Addendum/Addenda. (if any)	Page No. 1 - 8	Clause No. 10.1(b)	
(k)	Product Conformity Certificates.	Page No. 1 - 8	Clause No. 10.1	
(1)	Quality Assurance Certificates for items offered/Bidder.	Page No. 1 - 8	Clause No. 10.1	
(m)	Proof of Authorisation.	Page No. 1 - 8	Clause No.10.1(g)	
(n)	Certified copy of the VAT registration certificate.	Page No. 1 - 11	Clause No. 11.5	
(o)	Bid Security.	Page No. 1 - 12	Clause No. 13	
(p)	Documentary evidence for life time of Bleaching Powder.	Page No. 7 - 1	Key Features of Specification	
(q)	Certificates of registration of the contract with the registrar of public contracts as per the Act No. 3 of 1987. (If required)	Page No. 1-23	Clause No. 38	

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MINISTRY OF	•••••
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# NATIONAL WATER SUPPLY AND DRAINAGE BOARD INVITATION FOR BIDS

SUPPLY AND DELIVERY OF ..... tonne OF BLEACHING POWDER

CON	TRACT No.:
1.	The Chairman, Department Procurement Committee, National Water Supply and Drainage Board (NWSDB), Galle Road, Ratmalana, Sri Lanka on behalf of NWSDB will receive sealed bids for the Supply and Delivery of tonne of Bleaching Powder 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
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 submit a written application on the bidder's official letterhead to the address indicated in the bid notice and a proof of payment of the non-refundable document fee as specified in the Bid notice.
- 5. The bidder shall submit a valid certificate of registration of the Contract as per the Act No. 3 of 1987 with Register of Public Contract and subsequent paper advertisement published on 16<sup>th</sup> October 2018 in Daily News.
- 6. To be eligible for contract award, the successful bidder shall not have been blacklisted
- 7. Alternative bids shall not be accepted.
- 8. 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.
- 10. Bids will be opened immediately after the closing of Bids, at the office of the Assistant General Manager (Tenders and Contracts) NWSDB, Galle Road, Ratmalana, Sri Lanka. Bidders or their authorised representatives may be present at the opening of bids.
- 11. 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.

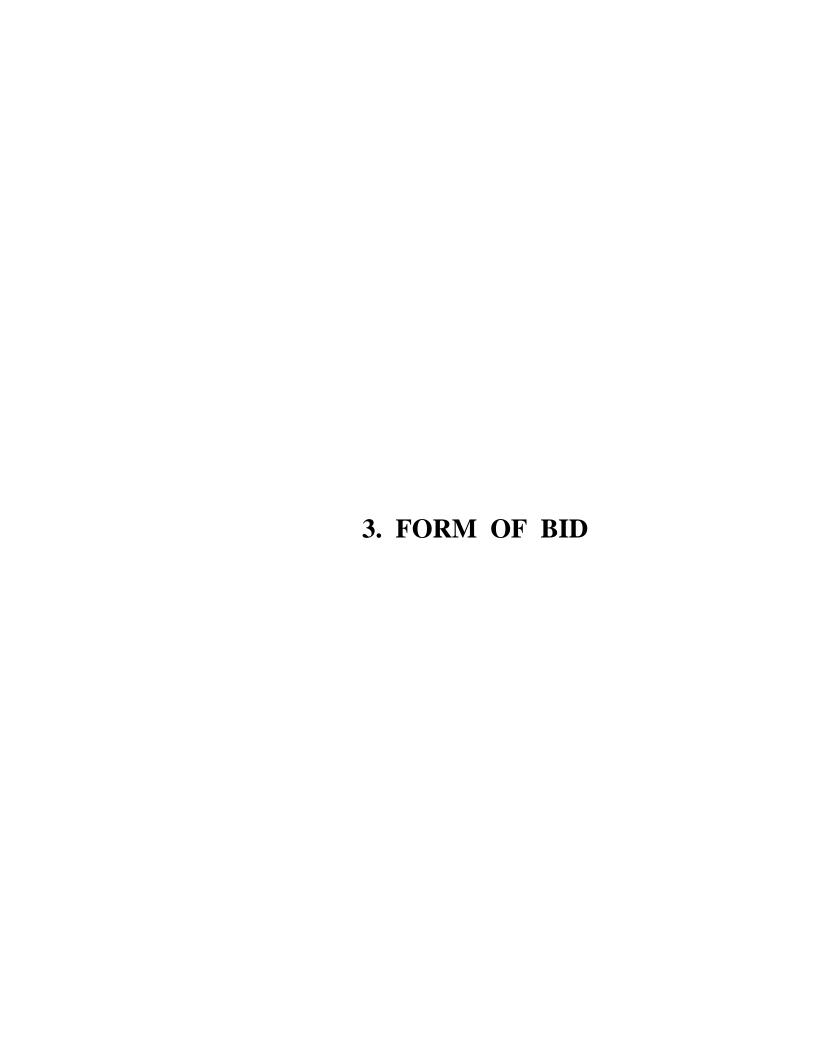
#### Chairman,

#### NATIONAL WATER SUPPLY AND DRAINAGE BOARD

NWSDB/SBD/SUP/Bleach /FC (10-25 Million) : Invitation for Bids V
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1. INSTRUCTIONS TO BIDDERS

# 2. GENERAL CONDITIONS OF CONTRACT



# THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA MINISTRY OF NATIONAL WATER SUPPLY AND DRAINAGE BOARD SUPPLY AND DELIVERY OF ...... tonne OF BLEACHING POWDER CONTRACT No.:

#### **FORM OF BID**

The Chairman, National Water Supply & Drainage Board Galle Road, Ratmalana.

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 12 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.

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million): Form of Bid

10. Any other document.

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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), as listed in the specifications I/we confirm that I/we have verified that the certificate issuing authority has accreditation to issue same and materials offered conform to the ISO 9001: 2015.

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 Signature • Name <u>- .....</u> Address . . ..... Capacity . 2. Signature • Name :-Address Capacity :

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million): Form of Bid

#### 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.

(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 Clause numbers given here under are that of Instructions to Bidders)

## Clause Reference Number Instructions to Bidders

(1) The supplier is expected to supply ...... tonne of Bleaching Powder conforms to the Specification.

The Quantity may vary + 5%. Payments will be made on actual quantities.

Add to the Clause

- (i) Bleaching powder to be supplied shall be new and age from the date of manufacturing shall be not more than 02 months when shipping.
- 2.1 (c) In case of Product Conformity Certificate for the Standards given in Section 6 of the Bidding Document are not available, bidder shall provide a Test Certificate of Bleaching Powder for the conformity to the Standards given in Section 6 of the Bidding Document from any accredited Testing Agency which is a member of International Laboratory Accreditation Corporation and issued within 3 months prior to the closing of the bid.

#### 2.2. Qualification

#### 2.2 (a) Add to the Clause

(i)

- That the manufacturer shall have produced and supplied at least ...... \* tonne of Bleaching Powder for drinking water during the last five years. Documentary evidence from clients shall be provided with the bid. (**Appendix 1 A**)

  (\* Three times of the quantity of goods to be purchase under this contract.)
- The manufacturer shall have the production capacity equal or more than three months requirement as per the delivery schedule of the contract in excess of his current supply commitment as per the Appendix 1 B and Appendix 1 C.
- (ii) The manufacturer shall unconditionally undertake to replace unacceptable / rejected materials found by the employer within a pre determined period with no additional cost to the employer ensuring timely completion of the project. If the manufacturer fail to replace the unacceptable goods. The balance 25% payment shall be encashed. In addition the performance guarantee shall be encashed and the immediate action shall be taken to suspend issuing bidding documents to the supplier and manufacturer and thereafter action shall be taken to blacklist the supplier and manufacturer by the NWSDB. The bidder should submit a guarantee to confirm the above in the form given in Appendix 10 with regard to this issue.

#### (b) (i) Financial Capacity

- \*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 j	ustify shall be submitted)
	*4	15% of estimated cost of the	e Bid.
(3.5)	500 grams sample sha Contract N	each with the bid. Each test	
(4)	Funds requ	ired for this contract is availa	ble under
(6.2)	The address	s for the purchasing of Biddin	ng Document and
		The Chairman, Departme National Water Supply &	ent Procurement Committee, z Drainage Board
			,
		FAX	TEL
(13.2)	The amoun	t of Bid Security shall be	Sri Lanka Rupees.
(13.3)	The validity	y of Bid Security shall be up	to(specify the date).
(14.1)	The period	of Bid Validity shall be 91 d	ays from the date of closing of Bid.
(17.2)	(a)		_
	c)	"Not to be opened before	(Time) on (Date)"
(18.1)		ocurement Committee's add of the Board) is;	ress for the purpose of Bid submission (and on
		Department Procurement C/o, Assistant General M National Water Supply a Galle Road, Ratmalana, Sri Lanka.	lanager (Tenders Contracts),
	The dea	adline for submission of Bid	
	Dat	e:	Time:

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(21.1) The place for opening of Bids,

Tenders & Contracts Section, National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka

#### (27.1) Add to the Clause

Samples submitted with the bid shall be tested for the conformity to the specifications. If the test results do not conform to the specifications, the bid shall not be considered for further evaluation and rejected by the procurement committee.

(27.4) Cost of Inspection by the Independent Inspection Agency shall be considered in the evaluation and shall be taken for the Total Cost of the Bid. If any bidder has not declared these details in their bids, their bid may be rejected by the Procurement Committee.

Please refer **Clause 8** of the Condition of Contract in this Document for the details of inspections.

- (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.

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NWSDB/SBD/SUP/ Bleach /FC (10-25 Million): Bidding Data

#### 5. CONTRACT DATA

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

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

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

(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.)

#### GENERAL

Contract Data is a part of Condition of Contact and shall be read together. If any discrepancy is founds content of the Contract Data shall supersede the Conditions of Contract. (Please note that the Clause numbers given hereunder are that of Conditions of Contract)

#### **Clause Reference Number**

#### **General Conditions of Contract**

- 1.1 (f) Contract period is ......... days from the Date of Acceptance of the bid.
- 1.1 (j) 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 Addl. GM (CS) of the National Water Supply and Drainage Board.
- 8.2 Add to the sub clause

Nominated inspection agency shall carryout inspection & testing to confirm the weight of the goods shipped.

- 10.2 The Goods shall be delivered at such places, in such quantities and within such periods as prescribed in the Delivery Schedule.
- 15.2 The validity of warranty shall be 12 months in accordance with the General Conditions of & Contract.

15.6

- 16.2 (ii) Add the following Sub-Clause
- (c) As an Alternative to 16.2(ii) (a) & (b), 100% of the foreign component shall be paid on production of all the documents as detailed in **Clause 10** hereof together with an advance payment guarantee payable on demand equivalent to an amount of 25% of the foreign component, from a reputed Bank approved by the central bank of Sri Lanka. The advance payment guarantee shall be in the form given in Section 11 and shall be valid until 91 days beyond the contract period.

#### 16.3 Add Sub-Clause 16.3 (b)

As an alternative in respect of payments due in foreign currency up to an equivalent amount of US\$ 50000, through Telegraphic Transfer System on submission of an unconditional, on demand advance payment guarantee equal to the value of Telegraphic Transfer from a licensed commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka and valid beyond 28 days of the Contract period.

If the supplier fails to deliver the goods on time up to the requested quality, the advance payment guarantee shall be forfeited. Advance payment guarantee shall be released upon handing over goods at site and acceptance by the Engineer.

23.1	The amount of Liquidated Damages shall be Rs.  per shipment 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 [insert place of Delivery & Engineer shall include expected number of shipment here]	Delivery Date Purchaser's delivery date as per the contract
01	Supply & Delivery of Bleaching Powder		tonne		•

tonne – Metric Tons

#### PAYMENT SCHEDULE

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

STAGE OF STAGE OF PAYMENT CONTRACT			DOCUMENT TO BE SUBMITTED	AMOUNT OF PAYMENT	REMARKS			
(A	(A) Foreign Payment							
1	First installment	On shipping the items part or fully	<ul> <li>Copies of the Supplier's invoice showing description of Goods, quantity, unit price, total amount and HS Code Number;</li> <li>3 copies of clean on-board bill of lading marked freight prepaid.</li> <li>Copies of packing list identifying contents of each package and measurements</li> <li>Manufacturer's warranty certificate as per Clause 15 hereof.</li> <li>Inspection certificates, issued by the nominated inspection agency.</li> <li>Manufacturer's Inspection and Test Certificate</li> <li>Certificate of origin</li> <li>Certificate of conformity to the standards specified in the specifications or test certified as per Clause 2.1(C)</li> </ul>	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 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.	The total Contract Sum shall become payable within 60 days from the date of the Engineer's Final Acceptance Certificate			
	) Local Payment			T				
3	First Payment	On delivery and stacking of the Goods at site	Document providing the delivered Goods are in compliance with the contract.  Written request for the payment in the form of an Invoice based on BOQ and Engineer's Representatives approval for the payment.	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 Representative'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 60 days from the date of the Engineer's Final Acceptance Certificate.			

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#### PAYMENT SCHEDULE (As per the General Conditions of Contract Clause 16.2 (ii) (c))

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

STAGE OF STAGE OF PAYMENT CONTRACT		CONTRACT	DOCUMENT TO BE SUBMITTED	AMOUNT OF PAYMENT	REMARKS
(A	First installment		<ul> <li>Copies of the Supplier's invoice showing description of Goods, quantity, unit price, total amount and HS Code Number;</li> <li>3 copies of clean on-board bill of lading marked freight prepaid.</li> <li>Copies of packing list identifying contents of each package and measurements</li> <li>Manufacturer's warranty certificate as per Clause</li> </ul>	100% of foreign component of the items shipped on Letter of Credit.	
			<ul> <li>15 hereof.</li> <li>Inspection certificates, issued by the nominated inspection agency.</li> <li>Manufacturer's Inspection and Test Certificate</li> <li>Certificate of origin</li> <li>Certificate of conformity to the standards specified in the specifications.</li> <li>An advance payment guarantee issued by a bank for the 25% of the foreign component valid until 91 days beyond the contract period.</li> </ul>		
(B) Local Payment					
3	First Payment	•		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 Representative's approval for the payment	10% of the Local component of the Contract Price and remaining Bank charges.	The total Contract Sum shall become payable within 60 days from the date of the Engineer's Final Acceptance Certificate.

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million) : Payment Schedule DPC :- May 2012 - Version 1

#### 6. SPECIFICATION

Add relevant Specifications from NWSDB web (under the "Restrict Links") as per the requirement of the work.

### 7. KEY FEATURES OF SPECIFICATIONS

#### **Key Features of Specifications**

- 1. Bleaching Powder shall conform to SLS 759:1986.
- 2. Manufacturers factory shall have ISO 9001: 2015, Quality Management System Standards.
- 3. Manufacturers shall provide Product Conformity Certificate / Test certificate from an Independent testing Agency specified in the General Conditions of Contract.
- 4. Packing and marking shall be done as specified.
- 5. Sampling shall be done as specified.
- 6. Method of Testing shall be as specified in the SLS 759:1986.
- 7. Delivery, Storing, Protection during delivery and Quality and workman ship shall be as specified.
- 8. Bleaching Powder to be supplied shall be new and age from the date of manufacture shall be not more than 02 months when shipping.
- 9. Bleaching Powder shall be stored in dry place with proper packing.

#### **Inspections and Tests**

The following inspections and tests shall be performed:

- 1. Testing for the conformity of the specifications at Manufacturer's factory by Manufacturer.
- 2. Testing for the conformity to the specification by the Independent testing Agencies mentioned in **Clause 8** of General Conditions of contract.
- 3. Testing for the conformity to the specifications at delivery to the Employer by the Employer at the delivery points.
- 4. Any other tests as specified in the specification and as requested by the Employer.

Costs for all above tests except tests to be done at delivery points by the employer shall be borne by the Manufacturer/Contractor.

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8.	DEVIATIONS FROM SPECIFICATIONS

#### **DEVIATIONS FROM SPECIFICATIONS**

#### **Preamble**

The Bidder is required to list any deviations of Equipments, Accessories and workmanship etc. from the Specifications including such information as has already been given elsewhere in the Bidding Documents. The information shall be in sufficient detail to enable the Engineer to make a realistic assessment of the effect of such deviations on the performance and also such deviation if any shall be subject to **Clause 25.2** of Instructions to Bidders.

#### **Deviations**

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	9. SCHEDULE OF PARTICULARS

#### 1. Notes on Schedule of Particulars

- a) The bidders are necessarily be required to complete fully the schedule of particulars given in the bidding document for Bleaching Powder.
- 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, the offer will be rejected.
- 2. The Bills of Quantities contains for Bleaching Powder conforms to SLS 759:1986 only.

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#### SCHEDULE OF PARTICULARS

1.1	Country of Manufacture:
1.2	Manufacturer and Address:
1.3	Standards to which Bleaching Powder conform:
1.4	Is Certificate for conformity to standards of relevant standards Institution provided:
1.5	Is ISO 9001: 2015 Quality Management System Certificate provided?
1.6	Date of Manufacture :
1.7	Form of Bleaching Powder and size (either Lump/ Powder):
1.8	Colour:
1.9	Port of shipment :
1.10	Packing and protection in transit:
1.11	Time of delivery:
1.12	Reference of the catalogues, technical literature, drawing provided with the bid:
1.13	Name and address of the Supplier's agent in Sri Lanka:
1.14	Deviations from specifications (if any):
1.15	Port of shipment :

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# 10. BILLS OF QUANTITIES

- Preamble Notes on Pricing
- Bills of Quantities
- Summary of Bills
- Grand Summary

#### 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 Bleaching Powder 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 specifications.

#### (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 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, testing, packing, transportation, clearing, loading, unloading, stacking, shipping line charges, warehouse rent, any demurrages, Agents Commission if any and other minor expenses except 3<sup>rd</sup> party inspection as per **Clause 8** of the General Condition of Contract.
- (4) Unit rates accepted by the Employer shall be held good and effective until the supply is completed and accepted by the Employer.
- (5) A rate and/or amount is to be entered against each item in the Bill of Quantities whether quantities are stated or not. The cost of any item against which a rate has not been entered shall be deemed to be covered by other contract rates.
- (6) The materials covered by items in the Bills of Quantities are as detailed in the Specifications.
- (7) All materials packed in accordance with the relevant sub-section in the specification with a maximum weight of 50 kg.
- (8) The rates and/or prices entered against items in the Bills of Quantities shall be excluding the VAT as the VAT is considered separately.

DPC:- May 2012 - Version 1

# NATIONAL WATER SUPPLY AND DRAINAGE BOARD SUPPLY AND DELIVERY OF ...... tonne OF BLEACHING POWDER

CONTRACT No
-------------

#### BILL No. 01

**Note:** (1) Bleaching Powder shall conform to SLS 759 : 1986

Item	Description	Qty	Unit	Rate		Amount	
No.	Description		Unit	Foreign Cost Component (FOB) USD	Local Cost Component LKR	Foreign Cost Component (FOB) USD	Local Cost Component LKR
1.	Supply & Delivery of Bleaching Powder		tonne				
	Total of Page 10-2 Carried to Summary of Bills 10-3						

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million) : Bill of Quantities 10-2

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#### NATIONAL WATER SUPPLY AND DRAINAGE BOARD SUPPLY AND DELIVERY OF ...... tonne OF BLEACHING POWDER

**SUMMARY OF BILL NO. 01** 

#### Amount Page Number Unit **Foreign Cost Local Cost USD** LKR 01 Total of Page No. 10-2 02 Freight Sum Cost of Inspection & Testing by Independent 03 Sum Testing & Inspection Agency

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million): Bill of Quantities

Sub Total carried forward to Grand

A

**Summary** 

10 - 3 Revised on 18-07-2024 DPC:- May 2012 - Version 1

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD SUPPLY AND DELIVERY OF ...... tonne OF BLEACHING POWDER

CONTRACT NO	•••••
-------------	-------

#### **GRAND SUMMARY**

Bill No.	5	Amount	
	<b>Description</b>	Foreign Cost USD	Local Cost LKR
A	Sub Total 1		
В	Less Discount (if any)		
C	Grand Total (A-B) carried to Form of Bid (Excluding VAT)		
D	VAT (%)		
E	Grand Total including VAT (C+D)		

VAI Registration Number:
(A copy of the VAT registration certificate shall be annexed.)
Note: - The NWSDB VAT Registration No: - 4090 31820 7000
Name of the Inspection Authority:

10 - 4

#### 11. SPECIMEN FORMS

- BID SECURITY
- CONTRACT AGREEMENT
- PERFORMANCE SECURITY
- LETTER OF ACCEPTANCE
- ADVANCE PAYMENT GUARANTEE (For 25% of foreign component)
- ADVANCE PAYMENT GUARANTEE (For Telegraphic transfer)

#### FORM OF BID SECURITY (Unconditional)

	[issuing agency's name, and address of issuing branch or office]
Bene	Ciciary : Chairman National Water Supply and Drainage Board Galle Road, Ratmalana, Sri Lanka
Date.	BID SECURITY No :
[nam "the " the	nave been informed that  e of the Bidder; if joint venture, list complete legal names of partners] (hereinafter called Bidder") has submitted to you its bid dated [insert date] (hereinafter called Bid") for the execution / supply of
Furth Secui	ermore, we understand that, according to your conditions, Bids must be supported by a Bid ity.
[name exceedin with	the request of the Bidder, we are of issuing agency] hereby irrevocably under take to pay you any sum or sums not ding in total an amount of
oblig	ation (s) under the bid conditions, because of the Bidder:
(a). (b).	has withdrawn its Bid during the period of bid validity specified; or 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.
the Cor (b)	Security shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of contract signed by the Bidder and of the Performance Security issued to you by the Bidder if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force
	equently, any demand of payment under this Security must be received by us the office or or that date
[Sign	ature (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 ...... tonne OF BLEACHING POWDER 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 Magaza.
"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 a
called "the Supplier" which term of expression shall where the context so requires or admits mean and include its successors and permitted assigns) of the other part.

WHEREAS the Board is desirous of entering into a contract with the Supplier for the supply and delivery of Bleaching Powder to the Board 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

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million) : Specimen Forms DPC :- May 2012 - Version 1

	ge Board atday				
		Two	Thous	and and	
	in the presence o				
Chairman		Boan	rd Mem	nber	
	NATIONAL WATER SU	PPLY AND	DRAIN	NAGE BOARD	
WITNESSE	S				
Signature 1	:	Sign	ature 2	2:	
Name	i	Nam	ne	·	,
Address			ress	:	
Capacity		Capa	acity		
capacity o	the said  of		at	0	n the
WITNESSE	S			ature of Contractor	
				Seal	
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, Sri Lanka.
Date
PERFORMANCE SECURITY No.:
We have been informed that
Contractor/Supplier] (hereinafter called "the Contractor") has entered into Contract No.  dated with you, for the "["Supply"] of  [name of contract
and brief description of Works] (hereinafter called "the Contract").
Furthermore, we understand that according to the conditions of the Contract, a performance security is required.
At the request of the Contractor, we
[in words] and Rupees
And LKR
This shall expire, no later than the
[Signature (s)]
Signature and seal of the guarantor

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million) : Specimen Forms DPC :- May 2012 – Version 1

#### Regd. Post

[File No]
[date]
M/s
Dear Sirs,
LETTER OF ACCEPTANCE OF CONTRACT FOR THE SUPPLY AND DELIVERY OF tonne OF BLEACHING POWDER
CONTRACT NO:
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.
<ul> <li>Applicable VAT will be payable on production of Tax Invoices. The Registered No. fo NWSDB for VAT is 4090318207000.</li> </ul>
Bleaching Powder should be from
Each item shall be marked legibly and indelibly as specified in clause 5 (Page 6at-3) o specifications.
Inspection and Testing of goods shall be carried as per <b>Clause 8</b> of General Conditions of Contract (Page 2-6 to 2-9) with respect to quantity, quality and loading prior to shipment and certificates should be forwarded to
Bleaching Powder under this contract shall be supplied & delivered as per the delivery schedule attached herewith within months from the date hereof.
The liquidated damages for any delay beyond the above period shall be LKR/= per shipment per day of delay.
Performa Invoice shall 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 prescribed format (a copy annexed) from a recognized commercial bank for an amount of 10% of the total Contract Price valid for a period of 28 days beyond the contract period shall be submitted within 14 days from the date hereof. Performance security shall be denominated in the currency of contract and proportionate to the each currency.

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

Yours faithfully,

**National Water Supply & Drainage Board** 

#### **General Manager**

Copy to: Secretary, Ministry of .....

Auditor General – Duplicate offer and a copy of the Tender Board Decision attached

Commissioner of Inland Revenue

Addl. General Manager .....

Deputy General Manager (IA)

Deputy General Manager (F)

Deputy General Manager .....

Project Director .....

Chief Engineer .....

**Stores Copy** 

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million) : Specimen Forms DPC :- May 2012 - Version 1

#### FORM OF ADVANCE PAYMENT SECURITY

(FOR 25% OF FOREIGN COMPONENT)

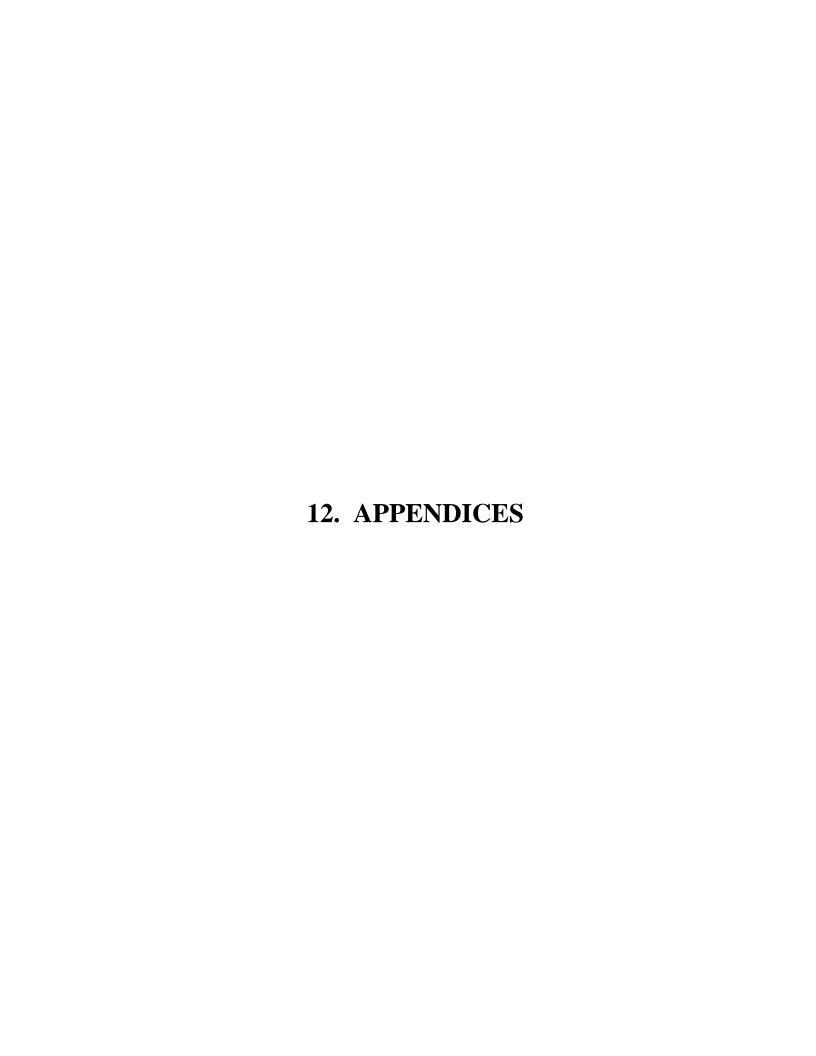
Beneficiary: Chairman National Water Supply and Drainage Board Galle Road, Ratmalana Date
ADVANCE PAYMENT SECURITY No.
We have been informed that
Furthermore, we understand that according to the conditions of Contract an advance payment is the sum
At the request of the Contractor, we
This security shall expire on [91 days beyond the Completion Date]  Consequently, any demand for payment under this security must be received by us at this offic on or before that date.
[Signature (s)]
Signature and seal of the guarantor
Name:
Address:

#### FORM OF ADVANCE PAYMENT SECURITY

(FOR TELEGRAPHYC TRANSFER)

[ 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
Furthermore, we understand that according to the conditions of Contract an advance payment in the sum
At the request of the Contractor, we
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
Name:
Address:

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million) : Specimen Forms DPC :- May 2012 - Version 1



#### APPENDIX 1- A. 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	Value of work remaining	
			From	То	etc)	incomplete	

## APPENDIX 1- B. MANUFACTURER'S PRODUCTION CAPACITY WITHIN LAST 12 MONTHS. (COMPILE WITH APPENDIX 1A)

Address of Manufacturer	Total production Capacity Monthly production capacity during last 12 Months (tons)							Remarks						
	during last 12 months	1	2	3	4	5	6	7	8	9	10	11	12	
	Address of Manufacturer	Address of Manufacturer production capacity during last	Address of Manufacturer production capacity during last 12 months	Address of Manufacturer production capacity during last 12 months 1 2	Address of Manufacturer production capacity during last 12 months 1 2 3	Address of Manufacturer production capacity during last 12 months 1 2 3 4	Address of Manufacturer production capacity during last 12 months 1 2 3 4 5	Address of Manufacturer production capacity during last 12 months 1 2 3 4 5 6	Address of Manufacturer production capacity during last 12 months Monthly production capacity during last 7 months 1 2 3 4 5 6 7	Address of Manufacturer production capacity during last 12 months Monthly production capacity during last 1 2 3 4 5 6 7 8	Address of Manufacturer production capacity during last 12 Monthly production capacity during last 12 months 1 2 3 4 5 6 7 8 9	Address of Manufacturer production capacity during last 12 Months (  Monthly production capacity during last 12 Months (  during last 12 months 1 2 3 4 5 6 7 8 9 10	Address of Manufacturer production capacity during last 12 Months (tons)  Monthly production capacity during last 12 Months (tons)  1 2 3 4 5 6 7 8 9 10 11	Address of Manufacturer production capacity during last 12 Months (tons)  Monthly production capacity during last 12 Months (tons)  1 2 3 4 5 6 7 8 9 10 11 12

Note: Evidence reports / details shall be submitted with the Bid.

Revised on 10-02-2022

## APPENDIX 1 - C. ONGOING AND COMMITTED SIMILAR CONTRACTS IN HAND WITH THEIR DELIVERY SCHEDULE.

Name of the Institutions	Contract Name & No.	Name & Address of	Total Quantity (tons)	Remaining Quantity (ton)	Delivery Schedule of the Remaining Quantity (tons)					ntity	Quantity						Remarks
		Manufacturer	` ′	(ton)	1	2	3	4	5	6	7	8	9	10	11	12	

Note: Evidence reports / details shall be submitted with the Bid.

APPENDIX 1- D. PERFORMANCE OF SIMILAR CONTRACTS COMPLETED WITHIN THE LAST FIVE YEARS WITH THE NATIONAL WATER SUPPLY & DRAINAGE BOARD

Name of Contract	Contract No.	Awarded Quantity	Perio Con	od of tract	Remarks
		(tons)	From	То	

Note: Completion Reports shall be submitted with the Bid.

APPENDIX 1- E. PERFORMANCE OF SIMILAR CONTRACTS COMPLETED WITHIN THE LAST FIVE YEARS OUTSIDE THE NATIONAL WATER SUPPLY & DRAINAGE BOARD

Name of Institution	Name of Contract	Awarded Quantity (tons)	Period of Contract		Remarks
			From	То	

Note: Completion Reports shall be submitted with the Bid.

#### 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.

#### 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 = Current Assets Current Liability			
Liquidity Ratio = Current Assets(except stock) Current Liability			
Gearing Ratio = Debt Capital x 100 Total Capital Employed			
Turnover x 100 Total Operating Assets			
Net Profit x 100 Total Assets			

#### APPENDIX 2A – AUTHORIZATION TO OBTAIN REFERENCES FROM BANKERS

#### 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 & Committee, to seek reference of Bank details in company M/s	order to evaluate the financial statues of our
Connections with the	_
Yours faithfully,	
Authorized office of the Bidder.	

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

#### APPENDIX 3 – CONFORMATION OF GOODS ARE FROM SAME/ SINGLE **MANUFACTURER**

	[Address of the Manufacturer]
Chairman, Procurement Committee,	
Supply & Delivery of tonne of Bl Contract No:	leaching Powder
manufacturer] confirm that the Bleaching Po	Name of Manufacturer]
Authorised officer of the Manufacturer	Seal of the company
Name:	

## APPENDIX 4 - CONFIRMATION OF CAPABILITY OF PRODUCTION AND SUPPLY ACCORDING TO DELIVERY SCHEDULE

	[Address of the Manufacturer]
Chairman, Procurement Committee,	
,	
Supply & Delivery of tonne of Bleachin	ng Powder
Contract No	
We,	
of manufacturer]confirm that we have sufficient	production capacity to produce the quantity of
Bleaching Powder submitted in our bid and shall of	deliver them according to the delivery schedule
indicated in the bid.	
Authorised Officer of the Manufacturer.	Seal of the Company.

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#### APPENDIX 5 - MANUFACTURER'S AUTHORIZATION TO SIGN THE BID/ CONTRACT

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. 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 Manufacturer. The bidder shall include it in its bid].

Date : [insert date (as day, 1) No. : [insert contract number	month and year) of Bid Subrer]	mission]
To: Chairman, Procureme	nt Committee,	
Supply & Delivery of	tonne of Bleaching	Powder
Contract No	••••••	
manufacturers of Bleachin address of Manufacturer's complete name of Manuf	ng Powder having factories factories], do hereby au	es at
•	Il guarantee and warranty in the hard of the seconds of the second of the seconds of the second of the secon	in accordance with <b>Clause 15</b> of the General red by the above firm.
Signed:	[insert sign	nature(s) of authorized representative(s) of the
Name:		[insert complete name(s) of authorized
representative(s) of the Ma	nufacturer]	
Title:	[insert title	<i>?]</i>
Duly authorized to sign this of Manufacturer]	s Contract on behalf of:	[insert complete name
Dated on	day of	[insert date of signing].

WWSDB/SBD/SUP/ Bleach /FC (10-25 Million): Appendices 12 - 10

#### 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,
Supply & Delivery of tonne of Bleaching Powder
Contract No
We
Specimen Signature
Signed:[insert signature(s) of authorized representative(s) of the Bidder]
Name :
Title: [insert title]
Ouly authorized to sign this Authorization on behalf of:
This is to certify that the seal and signatures of legal representative and authorized person affixed to bower of attorney attached hereto are found to be authentic.
Signature of Attorney at Law
Seal of Attorney at Law

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million): Appendices 12 - 11
DPC:- May 2012 - Version 1 Revised on 03-09-2019

#### APPENDIX 7 - TOR FOR INDEPENDENT INSPECTION AGENCY

1) Testing of Bleaching Powder for the conformity to the specification.

Characteristics	Test 1	Test 2
Available chlorine, percent by mass, min		
Loss of available chlorine on heating, on the basis of initial available chlorine percent by mass ,max		
Moisture, percent by mass, max		
Particle size: a) Particles passing through 1.70mm sieve, percent by mass, min.  Bulk density, g/ml ,min		

2)	Colour
<i>Z</i> )	Colour

3) Form of Bleaching Powder:

#### 4) Packing

5)	Markii	ng
6)	Sampl	ing
7)	Metho	d of Testing
8)	Recom	nmendations on
	a).	Conformity to the specification
	b).	Packing.

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#### APPENDIX 8 - MANUFACTURER'S AWARENESS OF THE TOR FOR INDEPENDENT INSPECTION AGENCY

	[Address of the Manufacturer]	
Chairman, Procurement Committee,		
······································		
Supply & Delivery of tonne of Bleaching F	owder	
Contract No.	•••	
We,		
		of
manufacturer]confirm that we have noticed that		
a) Appendix 7 – TOR for Independent	Inspection Agency	
b) Clause 6.1 of Instruction to Bidders		
Authorised Officer of the Manufacturer.	Seal of the Company.	
Name :		

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## APPENDIX 9 - 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 & Delivery of tonne of Bleaching	Powder
Contract No.	····
We,	
goods supplied under this contract are new, unused, deterioration arising out of the material or workmans normal use of the supplied goods. The age of the Ble the manufacturing.	dress of manufacturer] warrant that the and confirms to the specifications, and no ship from any act that may be develop under
If there are any deterioration of quality during the we the General Conditions of Contract, we shall attend reasonable speed without any cost to the Purchaser.	• 1
Authorised Officer of the Manufacturer.	Seal of the Company.
Name:	

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

	[Address of the Manufacturer]	
Chairman, National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka.		
Supply & Delivery of tonne of Bleaching	Powder	
Contract No		
We,		
[ac		
shall unconditionally undertake to replace any unaction with no additional cost to the employer ensuring time	cceptable goods supplied under this contract	
In any case we fail to replace the unacceptable good	ds, we agree that the NWSDB shall not make	
balance 25% payment of foreign component and ba	•	
encash the Performance Security. We further awa issuing bidding documents to us and thereafter action		
Authorised Officer of the Manufacturer	Seal of the Company	
Name:		

NWSDB/SBD/SUP/ Bleach /FC (10-25 Million): Appendices DPC :- May 2012 - Version 1

#### APPENDIX 11 – CONFIRMATION OF THE WEIGHT OF THE GOODS SHIPPED

	[Address of the Manufacturer]
Chairman, Procurement Committee	
Supply & Delivery of tonne of B	leaching Powder
Contract No	•••••
Confirmation of the weight of the Bleach	ing Powder shipped
Number of packages / drums	
Total weight of the goods shipped	tonne.
Confirmation of Testing Witnessed by,	
Name 1 :	Name 2:
Position 1:	Position 2:
Signature 1:	Signature 2:
Date :	

#### APPENDIX 12 - AFFIDAVIT BY THE BIDDER

Ι.		of .		being a
	(Buddhist or an affirm as follows.	y other religion	nist), do hereby sol	emnly sincerely and truly declare
01.	I am the Affirmant above name	ed.		
02.			and m	onal Water Supply and Drainage y spouse or dependent does not nt, casual or contract basis.
and who contesting signar	foregoing affidavit having been reexplained to the affirmant above having understood its nature context affirmed hereto and set his ature hereto in	e named tent and	Before me	Declarant
				Justice of the peace / Commissioner for Oaths