

REVISED ON 05-03-2024

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

MINISTRY OF

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**SUPPLY AND DELIVERY OFtonne OF
ALUMINIUM SULPHATE**

CONTRACT No.:

REVISED ON 05-03-2024

**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 BIDDING DOCUMENT NUMBER : NWSDB/SBD/SUP/ALUM/LC/Ver 3

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 ISSUED :

7. CANCELLED COPY FEE : Rs. RECEIVED/ NOT RECEIVED
(IN CASH/ BANK DRAFT)

8. SUPPLIER'S BUSINESS REGISTRATION NUMBER :

9. a) ISSUING OFFICER :

b) DESIGNATION :

c) SIGNATURE :

10. PLACE OF ISSUE :

11. SEAL :

12. 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' shall be marked for cases of 'No submissions' and 'Not applicable' respectively.**

		Reference		Remarks *
		Instructions to Bidders		
(a)	Documentary evidence to establish eligibility of bidder	Page No 1 - 3, 1 - 5	Clause No. 2.1 and 3.2	
(b)	Certified copy of business registration	Page No. 1 - 3	Clause No. 2.1 (d)	
(c)	Documentary evidence to establish qualifications for the performance of the Contract	Page No. 1 - 4	Clause No. 2.2	
(d)	Documentary evidence to establish that goods offered are from an eligible source and origin	Page No. 1 - 3	Clause No. 2.1 (b)	
(e)	The Bidder's technical and production capability necessary to perform the Contract	Page No. 1 - 4	Clause No.2.2(b) (iv)	
(f)	Two Test Samples of 500g Aluminium sulphate	Page No 1- 5	Clause 3.5	
(g)	Duly completed all sections 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 - 7	Clause No. 6.1, 10.1	
(h)	Subsequent Addendum/Addenda (if any)	Page No. 1 - 7	Clause No. 8	
(i)	Bid Security	Page No. 1 - 10	Clause No. 13	
(j)	Product Conformity Certificates and Quality Assurance Certificates for items offered.	Page No. 1 - 5, 1-7	Clause No. 3.4, 10.1	
(k)	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) (v)	
(l)	The agreement of the manufacturer or producer to confirm that the supply will be made in accordance with the List of Goods and Delivery Schedule.	Page No. 1 - 4	Clause No. 2.2(b) (iv)	
(m)	Proof of Authorization	Page No. 1 - 7	Clause No. 10.1 (f)	
(n)	Certified Copy of the VAT Registration Certificate	Page No. 1 - 9, 1 - 10	Clause No. 11.4	
(o)	Documentary evidence for life time of Aluminium Sulphate	Page No. 7 - 1	Key features of Specification	
(p)	Certificates of registration of the contract with the registrar of public contracts as per the Act No. 3 of 1987. (If required)	Page No. 1-20	Clause No. 36	
	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

**BID FOR SUPPLY AND DELIVERY OFtonne OF
ALUMINIUM SULPHATE**

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 oftonne of Aluminium Sulphate 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 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. 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 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.
 8. All Bids shall be accompanied by a bid security of Rs. and the bid security shall be valid up to(*Insert Date*).
 9. 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 authorized 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

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 OFtonne OF
ALUMINIUM SULPHATE**

CONTRACT No.:

FORM OF BID

The Chairman,
Department Procurement Committee,
National Water Supply and Drainage Board,
Galle Road,
Ratmalana.
Sri Lanka

I/We, the undersigned, having authority to sign this Bid and having read and fully acquainted myself/ourselves with the contents of the Information and Instructions to Bidders and Terms and Conditions of Bid pertaining to the above Bid, along with Bills of Quantities thereto, do hereby undertake to supply the Goods and Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions, Specifications, Bidding Data & Contract Data, for a total Price of Rupees.....

.....(in word)
LKR..... (in Figure) (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 12 of Bidding Documents.
2. Documentary evidence to establish eligibility and qualification of bid.
3. Documentary evidence to establish that goods are offered from an eligible source and origin.
4. Documentary evidence for Manufacturer's Authorization to sign the contract on behalf of the manufacturer.
5. Confirmation of capability of Production and supply according to delivery schedule.
6. Documentary evidence to establish eligibility of goods offered.
7. Bid Security.
8. Documentary evidence to establish qualifications for the performance of the Contract.
9. Bidding Data.
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 BSEN ISO 9001:2015 certificate(s), and product conformity certificates as given 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 BSEN ISO 9001:2015 certificates and the specified product standard certificates.

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 Contract Data.

My/Our Bank Reference is as follows:

Signature of Bidder :

Name of Bidder :

Capacity :

Address :

Telephone Number :

E-mail Number :

Facsimile Number :

Date :

Seal :

Witnesses

1. Name :

Capacity :

Address :

Signature :

2. Name :

Capacity :

Address :

Signature :

4. BIDDING DATA

The Bidding Data is a part of Instructions to Bidders and shall 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 supplytonne of Aluminium Sulphate to the specification. The quantity may vary $\pm 5\%$. Payments will be made on actual quantities. Aluminium Sulphate 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) Add to the Clause

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 Aluminium Sulphate for the conformity to the Standards given in Section 6 of the Bidding Document from an Inspection Agency which is a member of the International Accreditation Forum (IAF) or any accredited Testing Agency which is a member of the International Laboratory Accreditation Corporation and issued within 9 months prior to the closing of the bid.

2.2 Qualification

(2.2)(a) Add to the Clause

- That the manufacturer shall have produced and supplied at least * tonne of Aluminium Sulphate 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 1C.

- (2.2)(b) (ii) 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 *80% of estimated cost of the Bid.*

- (3.5) No of test samples required is two and each shall be contain at 500g of Aluminium Sulphate packed in a suitable plastic box, sealed properly 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 and Drainage Board
Galle Road,
Ratmalana.
Telephone : 011-2605328
Fax : 011-2635885

(13.2) The amount of Bid Security shall beSri 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 and Contracts)
National Water Supply and Drainage Board
Galle Road,
Ratmalana.

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

The deadline for submission of bid

Date: Time :

(21.1) The place for opening of Bids,

Assistant General Manager (Tenders and Contracts) Section,
National Water Supply and Drainage Board,
Galle Road,
Ratmalana.

(24.1) Add to Clause

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

(26.1) 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.

(26.4) 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 General Condition of Contract for the details of inspections.

(32.2) The prevailing rate of stamp duty on contracts for supply of goods is NIL

(33.1) The amount of Performance Guarantee shall be 10% of the Contract Price and the validity of the Performance Guarantee shall be on accordance with **Clause 7** of General Condition of Contract.

(34.1) Advance payment shall be limited to 20% of the contract price. The advance payment guarantee shall be in the form given in **Section 11** and shall be valid 28 Days beyond the contract period.

5. CONTRACT DATA

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

The Contract Data is a part of General Conditions of Contract and shall 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

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

General Conditions of Contract Clause Reference Number

1.1 (d) Contract period is as given in **Clause 10.1**

1.1 (g) The Employer is
Name: National Water Supply and Drainage Board.
Address: Galle Road, Ratmalana.

1.1 (i) The Engineer is
General Manager,
National Water Supply and Drainage Board.
Galle Road, Ratmalana.

3.2 The Engineer's Representative shall be the
of the National Water Supply and Drainage Board.

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

Contract period from the date of acceptance of bid is days

15.2 The validity of warranty shall be 6 months.

16.1 The maximum amount of Advance Payment shall be twenty percent (20%) of the Contract Price.

Advance payment Guarantee shall be obtained at the contractor's cost.

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.

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

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

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

PAYMENTSCHEDULE

STAGE OF PAYMENT		STAGE OF CONTRACT	DOCUMENT TO BE SUBMITTED	AMOUNT OF PAYMENT	REMARKS
01	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 	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	Final Payment	Final Acceptance by the Engineer for the delivery and other obligations	<p>a). A written request for final (balance) payment in the form of an invoice based on the BOQ.</p> <p>b). Engineer's approval for the payment</p>	Total Contract Sum less previous payments including any advance payment made	The total Contract Sum shall become payable within <u>21 Days</u> from the date of the Engineers Final Acceptance Certificate.

6. SPECIFICATION

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

7. KEY FEATURES OF SPECIFICATIONS

7.1 Key Features of Specifications

1. Aluminium Sulphate shall conform to SLS 1535: 2016.
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 1535: 2016.
7. Delivery, Storing , Protection during delivery and Quality and workman ship shall be as specified.
8. Aluminium Sulphate to be supplied shall be new and age from the date of manufacture shall be not more than 02 months when shipping.
9. Aluminium Sulphate shall be stored in dry place with proper packing

7.2 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, the Independent testing Agencies mentioned in **Clause 8** of General Conditions of Contract and at delivery to the Employer by the Employer at the delivery points.
2. 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.

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 Tender 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 (a)** of Instructions to Bidders.

Deviations

9. SCHEDULE OF PARTICULARS

1. Notes on Schedule of Particulars

- a) The bidders shall complete fully the schedule of particulars given in the bidding document for Aluminium Sulphate.
 - b) where catalogues, technical literature and drawings accompanying the bid, their references shall 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 Aluminium Sulphate on forms to SLS 1535: 2016 only.

SCHEDULE OF PARTICULARS

- 1.1 Country of Manufacture:
- 1.2 Manufacturer and Address:
- 1.3 Standards to which Aluminium Sulphate 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 Aluminium Sulphate and size (either Lump/ Powder/Flacked chips)
- 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):

10. 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, General Conditions of Contract, Bidding Data, Contract Data, Delivery Schedule, Schedule of Particulars, Specifications and Key Features of 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 **Aluminium Sulphate** 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 materials 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.
- 3.2 The bidder shall include in his bid price, for;
- a) Cost of goods, all costs arising out of inspection and testing, packing, insurance shipping line charge (Terminal Handling Charges (THC) and container deposit), cleaning, delivering, and stacking etc, warehouse rent and other charges customs duties, Port dues payable to the Department of Customs, and Sri Lanka Ports Authority, Any Port Rent and demurrage etc in connection with or in relation to the contract.
 - b) Cost of minor expenses items not specifically listed, but necessary for proper supply, delivery, unloading stacking, etc.

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

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

SUPPLY AND DELIVERY OFtonne OF ALUMINIUM SULPHATE

CONTRACT No.

BILL No. 01

Note: (1) Aluminium Sulphate shall conform to **SLS 1535: 2016**.

Item No.	Description	Qty	Unit	Rate	Amount
				LKR	LKR
1.	Supply & Delivery of Aluminium Sulphate		tonne		
	Total of page Carried to Summary of Bills				

SUMMARY OF BILLS

SUPPLY AND DELIVERY OFtonne OF ALUMINIUM SULPHATE

Revised on 31-08-2017

CONTRACT NO.

Bill No.	Description	Sum	Amount
			LKR
01	Supply & delivery of Aluminium Sulphate	-	
	Sub Total	-	
	Less Discount (if any)	-	
	Inspection and Testing by Independent Inspection Agency	Sum	
	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

Revised on 03-09-2019

11. SPECIMEN FORMS

- **BID SECURITY**
- **CONTRACT AGREEMENT**
- **PERFORMANCE SECURITY**
- **ADVANCE PAYMENT GUARANTEE**
- **LETTER OF ACCEPTANCE**

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, Sri Lanka

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 tonne of
ALUMINIUM SULPHATE**

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 Its office at

.....(hereinafter called "the Supplier" which term of expression shall where the context so requires or admits mean and include its successors and permitted assigns) of the other part.

WHEREAS the Board is desirous of entering into a contract with the Supplier for the supply and delivery of Aluminium Sulphate 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
.....
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, Bid Data and 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 will be paid for the said execution of the Works the sum of
(Rs.) hereinafter sometimes referred to as the "Contract Price" or such as shall become payable hereunder according to the terms of the Contract.

4. As security for the due and proper performance and fulfillment of this contract and for the due payment of all claims to which the Board may be entitled hereunder, the Supplier hereby undertakes to maintain to the Board with a Guarantee in favor of the Board from a Bank approved by the Engineer, as surety in the sum of Sri Lanka Rupees
.....(in word)(in figures)
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 Board at the date of such Final Acceptance Certificate under this Contract.

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

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

Chairman Board Member

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

WITNESSES

Signature 1: Signature 2 :

Name : Name :

Address Address :

Capacity Capacity

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

.....
Signature of Supplier

WITNESSES

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

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

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

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

.....
[Signature (s)]

Signature and seal of the guarantor

FORM OF ADVANCE PAYMENT GUARANTEE

.....[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 sums 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 :

Address :

Regd. Post

.....[File No]

.....[date]

M/s

.....

.....

Dear Sirs,

**LETTER OF ACCEPTANCE OF CONTRACT FOR THE SUPPLY & DELIVERY
OF tonne OF ALUMINIUM SULPHATE
CONTRACT NO:**

We are pleased to inform you that your offer submitted on[date] on the above tender, amounting to 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.
- Aluminium Sulphate shall be from

Each item shall be marked legibly and indelibly as specified in **Clause 5** (Page 6as-3) of specifications.

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 shall be forwarded to[Name of the Engineer's Representative]

Aluminium Sulphate 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 NWS&DB 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.

Please contact on Tele No. for further action on this contract.

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

12. APPENDICES

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

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

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

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

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

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

Name of the Institutions	Contract Name & No.	Name & Address of Manufacturer	Total Quantity (tons)	Remaining Quantity (ton)	Delivery Schedule of the Remaining Quantity (tons)												Remarks
					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 (tons)	Period of Contract		Remarks
			From	To	

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	To	

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 = $\frac{\text{Current Assets}}{\text{Current Liability}}$			
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 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 & Drainage Board, on behalf of the procurement Committee, to seek reference of Bank details in order to evaluate the financial statuses of our company M/s.....
.....
.....[Bidder's Name and Address] in Connections with the
.....
[Contract Name & Number] bid, submitted by Us.

Yours faithfully,

.....
.....
Authorized office of the Bidder.

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

APPENDIX 3 - CONFIRMATION OF GOODS ARE FROM SAME/ SINGLE MANUFACTURER

[Address of the Manufacturer]

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

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

**Bid for Supply & Delivery of tonne of Aluminium Sulphate for
..... Water Supply Scheme**

Contract No.

We,.....[Name of Manufacturer].....
.....[Address of
the manufacturer] confirm that the Bleaching Powder offered in this bid are manufactured by
the same /single manufacturer at a Factory location specified in the ISO 9001: 2015 Quality
Management System certificate.

.....
Authorised officer of the Manufacturer

.....
Seal of the company

Name:.....

**APPENDIX 4- 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 shall be on the letter head of the Manufacturer and shall 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, 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.

**Bid for Supply & Delivery oftonne of Aluminium Sulphate for
.....Water Supply Scheme
Contract No.**

We[insert complete name of Manufacturer], who are official manufacturers of Aluminium Sulphate, having factories at[insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Manufacturer] to submit a bid the purpose of which is to provide Aluminium Sulphate manufactured by us 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.

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]

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

Dated on day of[insert date of signing].

.....
Signature of Authorised Officer. Seal.

APPENDIX 5 - CONFIRMATION OF CAPABILITY OF PRODUCTION AND SUPPLY ACCORDING TO DELIVERY SCHEDULE.

[Address of the Manufacturer]

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

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

**Bid for Supply & Delivery of tonne of Aluminium Sulphate for
..... Water Supply Scheme
Contract No.**

Confirmation of Capability of Production and Supply according to Delivery Schedule

We,[*name of manufacturer*]
of.....

.....
[*address of manufacturer*]confirm that we have sufficient production capacity to produce the quantity of Aluminium sulphate submitted in our bid and shall deliver them according to the delivery schedule indicated in the bid.

.....
Authorised Officer of the Manufacturer.

.....
Seal of the Company.

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 shall be on the letter head of the Bidder and shall 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

**Bid for Supply & Delivery of tonne of Aluminium Sulphate for
..... Water Supply Scheme**

Contract No.

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

Specimen Signature

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

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

Title : [insert title]

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

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

.....
Signature of Attorney at Law

.....
Seal of Attorney at Law

APPENDIX 7 - TOR FOR INDEPENDENT INSPECTION AGENCY

1. Testing of Aluminium Sulphate for the conformity to the specification as given in Table 1 of the specification.

Table 1

Characteristics	Test - 1	Test -2
Water soluble Aluminium Sulphate as Al ₂ O ₃ percent by mass, min		
Water insoluble matter, percent by mass, max		
P ^H at 27 ± 2° C, min		
Arsenic (as As) mg/kg, max		
Lead (as Pb) mg/kg, max		
Manganese (as Mn) mg/kg, max		
Cadmium (as Cd) mg/kg, max		
Mercury (as Hg) mg/kg, max		
Chromium (as Cr) mg/kg, max		
Iron (as Fe) percent by mass, max		
Ammoniacal Nitrogen (N) mg/kg, max		
Particle size of the lump – Passing through 40mm sieve, percent by mass, min		
Particle size of the flaked – Passing through 25mm sieve, percent by mass, min		
Particle size of the powder – Passing through 5mm sieve, percent by mass, min		
Age of Aluminium Sulphate from the date of manufacture when shipping.		

- 2) Colour:
- 3) Form of Aluminium Sulphate:
- 4) Packing:
- 5) Marking:
- 6) Sampling:
- 7) Method of Testing:
- 8) Recommendations on:
 - a). Conformity to the specification:
 - b). Packing:
- 9) Date of Manufacture:

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

[Address of the Manufacturer]

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

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

**Bid for Supply & Delivery of tonne of Aluminium Sulphate for
..... Water Supply Scheme
Contract No.**

Manufacturer’s Awareness of the TOR for Independent Inspection Agency

We,[*name of manufacturer*] of
.....
.....[*address 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 :

**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 Aluminium Sulphate

Contract No.....

We,[*name of manufacturer*] of
.....
.....[*address of manufacturer*] warrant that
the goods supplied under this contract are new, unused, and confirms to the specifications, and
no deterioration arising out of the material or workmanship from any act that may be develop
under normal use of the supplied goods. The age of the Aluminium Sulphate is less than two
months after the manufacturing.

If there are any deterioration of quality during the warranty period specified in the **Clause 15**
of the General Conditions of Contract, we shall attend to replace the deteriorated goods with
all reasonable speed without any cost to the Purchaser.

.....
Authorized 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,[*name of manufacturer*] of

.....
.....[*address of manufacturer*] 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 supply.

In any case we fail to replace the unacceptable goods, we agree that the NWSDB shall not make balance 25% payment of foreign component and balance local component shall not be paid and encash the Performance Security. 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 Manufacturer

.....
Seal of the Company

Name :

APPENDIX 11 - CONFIRMATION OF THE WEIGHT OF THE GOODS SHIPPED

[Address of the Manufacturer]

.....
.....

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

**Bid for Supply & Delivery of tonne of Aluminium Sulphate for
..... Water Supply Scheme
Contract No.**

Confirmation of the weight of the Aluminium Sulphate shipped

Number of packages / drums

Total weight of the goods shipped tonne.

Confirmation of Weight Witnessed by,

Name 1 : Name 2 :
Position 1: Position 2:
Signature 1 : Signature 2 :

Date :

APPENDIX 12 - 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 of20.....

Before me

.....

Declarant

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