REVISED ON 16-07-2024

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF
NATIONAL WATER SUPPLY AND DRAINAGE BOARD
SUPPLY AND DELIVERY OFtonne OF HYDRATED LIME
CONTRACT No.:

REVISED ON 16-07-2024

NATIONAL WATER SUPPLY AND DRAINAGE BOARD
GALLE ROAD
RATMALANA
SRI LANKA

DOCUMENT ISSUANCE CERTIFICATE

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

1.STANDARD BIDDING DOCUMENT NU	MBER: NWSDB/SBD/SUP/HY-LIME/LC/Ver2
2. CONTRACT NUMBER :	
3.a) ISSUED TO:	
4. a) TENDER FEE : Rs.	
b) RECEIPT /BANK DRAFT NUMBER:	
5. NUMBER OF COPIES ISSUED:	
6. NUMBER OF CANCELLED COPIES ISS	UED :
7. CANCELLED COPY FEE: Rs	
8. SUPPLIER'S BUSINESS REGISTRATION	N 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

* 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.

	Description	Reference Instructions to Bidders		Remarks *
(a)	Documentary evidence to establish eligibility of bidder.	Page No 1 - 3, 1 - 5	Clause No. 2.1, 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 - 4,1-5	Clause No. 2.2 (b)(ii), 3.2	
(e)	The Bidder's technical and production capability necessary to perform the Contract.	Page No. 1 - 4	Clause No 2.2(b) (iii)	
(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) (iii)	
(g)	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) (iv)	
(h)	Product Conformity Certificates and Quality Assurance Certificates for items offered.	Page No. 1 - 5, 1-7 & 8	Clause No. 3.3, 10.1	
(i)	Three Test Samples of 500 g Hydrated Lime.	Page No. 1-5	Clause No. 3.5	
(j)	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 - 5, 1 -8	Clause No. 6.1, 10.1	
(k)	Subsequent Addendum/Addenda. (if any)	Page No. 1 - 7	Clause No. 8	
(1)	Proof of Authorization.	Page No. 1 - 8	Clause No. 10.1 (f)	
(m)	Certified Copy of the VAT Registration Certificate.	Page No. 1 - 10	Clause No. 11.4	
(n)	Bid Security.	Page No. 1 - 11	Clause No. 13	
(o)	Documentary evidence for life time of Hydrated Lime.	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:			

DPC : March 2010 – Version 2 iv Revised on 07-03-2024



THE GOVERNMENT OF THE DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA

MINISTRY OF	••••••

NATIONAL WATER SUPPLY AND DRAINAGE BOARD INVITATION FOR BIDS

BID FOR SUPPLY AND DELIVERY OFtonne OF HYDRATED LIME

	HIDRATED DAVIE
CONT	TRACT 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 of tonne of Hydrated Lime for
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 Rsplus 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.
- 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,

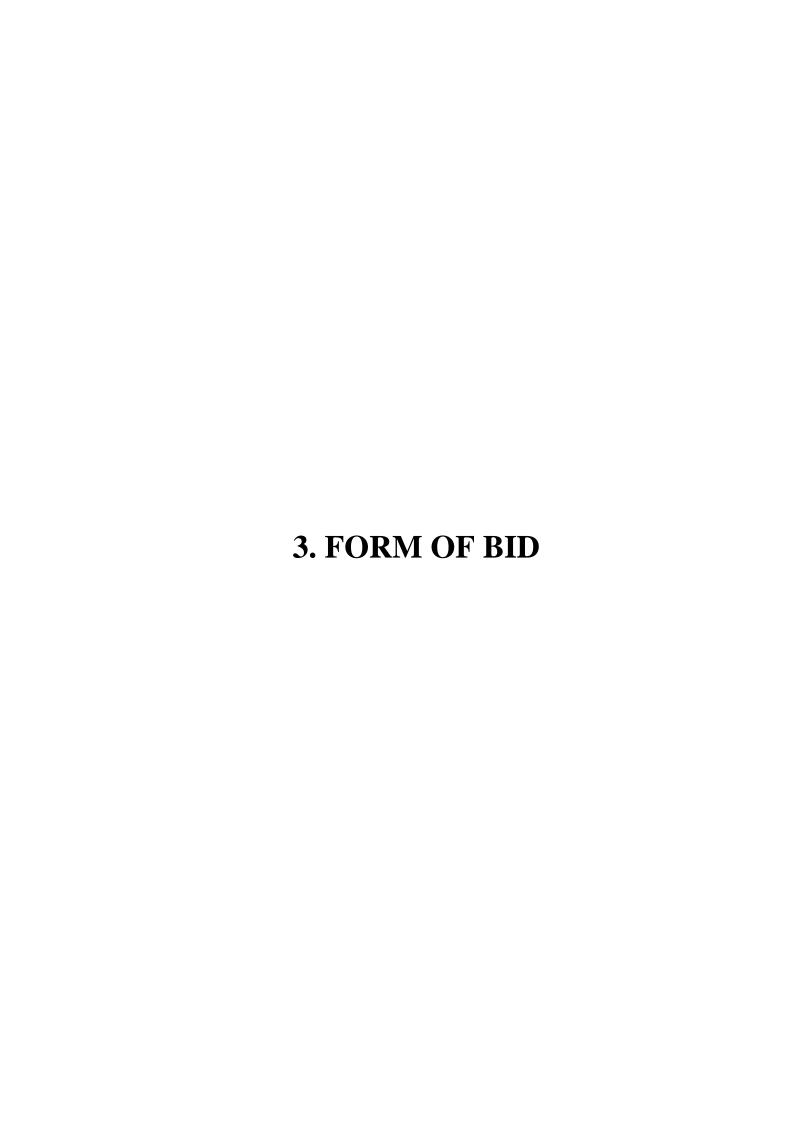
NATIONAL WATER SUPPLY AND DRAINAGE BOARD

 $NWSDB/SBD/SUP/HY\hbox{--} LIME/LC\hbox{:} Invitation for Bids\hbox{:}$

DPC: March 2010 - Version 2

1. INSTRUCTIONS TO BIDDERS	

2. GENERAL CONDITIONS OF CONTRACT



THE GOVERNMENT OF THE DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA

MINISTRY OF
NATIONAL WATER SUPPLY AND DRAINAGE BOARD
BID FOR SUPPLY AND DELIVERY OFtonne OF HYDRATED LIME
CONTRACT No.:

FORM OF BID

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

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.

NWSDB/SBD/SUP/HY - LIME/LC: Form of Bid DPC: March 2010 - Version 2 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.

•	1S as follows:
Signature of Bidder	:
Name of Bidder	:
Capacity	:
Address	:
Telephone Number	·
E-mail Number	·
Facsimile Number	:
Date	:
Seal	:
Witnesses	
1. Name	:
Capability	·
Address	:
Signature	:
2. Name	1
Capability	:
Address	:
Signature	:

3-2

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 supplytonne of Hydrated Lime to the Specification. The quantity may vary $\pm 5\%$. Payments will be made on actual quantities.

Hydrated Lime 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 Hydrated Lime for the conformity to the Standards given in Section 6 of the Bidding Document or any accredited Testing Agency which is a member of International Laboratory Accreditation Corporation and issued within 9 months prior to the closing of the bid.

2.2 Qualification

- (2.2a) Add to the Clause
 - That the manufacturer shall have produced and supplied at least * tonne of Hydrated Lime 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.
- (2.2b) (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) Number of test samples packed in a suitable plastic box, sealed properly required is **three** and each test sample should be contain at least 500 g of Hydrated Lime.
- (4) Funds required for this contract is available under

4-1

(6.2)	Bidding documents can be purchased at the office of					
	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 be					
(13.2)	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 envelops 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)	1) The Procurement Committee's address for the purpose of bid submission (and behalf of the Board) 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,					
	Tenders and Contracts Section, National Water Supply and Drainage Board, Galle Road, Ratmalana.					
(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.

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

Contract Data

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)

General Conditions of Contract Clause Reference Number

1.1 (d)	Contract period is days from the Date of Acceptance of the bid.
1.1 (i)	The Engineer is General Manager, National Water Supply and Drainage Board. Galle Road, Ratmalana.
1.1 (r)	The Employer is Name: National Water Supply and Drainage Board. Address: Galle Road, Ratmalana.
3.2	The Engineer's Representative shall be the
8.2	Add to the sub clause
	Nominated inspection agency shall carryout inspection & testing to confirm the weight of the goods shipped.
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 Damage shall not exceed 10% of the 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.1k
	(b) Supplier's address for notice purposes shall be as follows:

DELIVERY SCHEDULE

		Description of Goods Quantity Clint [insert place of De				Final Destination	Final Destination	Delivery Date
Item No.	Description of Goods		[insert place of Delivery & Engineer shall include expected number of shipment here]	Purchaser's delivery date as per the contract				
1.	Supply & Delivery of Hydrated Lime		tonne					

tonne – Metric tonnes

PAYMENT SCHEDULE

	TAGE OF AYMENT	STAGE OF CONTRACT	DOCUMENT TO BE SUBMITTED	AMOUNT OF PAYMENT	REMARKS
01	Advance Payment	After signing of Contract Agreement	 ◆ 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 30 days of signing the Contract upon submission of required documents.
02	Final Payment	Final Acceptance by the Engineer for the delivery and other obligations	a). A written request for final (balance) payment in the form of an invoice based on the BOQ.b). Engineer's approval for the payment	Total Contract Sum less previous payments including any advance payment made	payable within 21 days from the date

6. SPECIFICATION

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

7. KEY FEATURES OF SPEC	CIFICATIONS

7.0 Key Features of Specifications

- 1. Hydrated Lime shall conform to Technical Specifications and relevant standards.
- 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 1577: 2017
- 7. Delivery, Storing, Protection during delivery and Quality and workman ship shall be as specified.
- 8. Hydrated Lime to be supplied shall be new and age from the date of manufacture shall be not more than 02 months when shipping.
- 9. Hydrated Lime shall be stored in dry place with proper packing

7 -1

Revised on 07-02-2022

7.2 Inspections and Tests

The following inspections and tests shall be performed:

- 1. Testing will be done for the conformity of the specifications at Manufacturer's factory by Manufacturer, to the specification by the Independent Testing Agencies as per the **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.

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NWSDB/SBD/SUP/Hy- LIME /LC : Key Features DPC : March 2010 – Version 2



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** (a) of Instructions to Bidders.

Deviations

NWSDB/SBD/SUP/HY- LIME/LC : Deviations from specification DPC : March 2010 – Version 2

8-1

Revised on 03-09-2019

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	9. SCHEDULE OF PARTICULARS
	9. SCHEDULE OF PARTICULARS

1. Notes on Schedule of Particulars

- a) The bidders are necessarily being required to complete fully the schedule of particulars given in the bidding document for Hydrated Lime.
- 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 Hydrated Lime conforms to the technical specifications and standards specified therein.

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NWSDB/SBD/SUP/HY LIME/LC: Schedule of Particulars

 $DPC: March\ \ 2010-Version\ 2$

SCHEDULE OF PARTICULARS

1.1	Country of Manufacture:
1.2	Manufacturer and Address:
1.3	Standards to which Hydrated Lime 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 Hydrated Lime 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):

Revised on 03-07-2018

NWSDB/SBD/SUP/HY LIME/LC : Schedule of Particulars DPC – March 2010 – Version 2

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, 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 **Hydrated Lime** in strict accordance with the specifications.

2. <u>Description of Items</u>

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 (THC container deposit) clearing, 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.
- 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 OF HYDRATED LIME

CONTRACT No	• • • • • • • • • • • • • • • • • • • •
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BILL No. 01

Note: (1) Hydrated Lime shall conform to the specification.

(2) Hydrated Lime shall be packed in 25Kg quantities.

Description	Qty	Unit	Rate LKR	Amount LKR
Supply & Delivery of Hydrated Lime		tonne		
Total of page				
	Supply & Delivery of Hydrated Lime	Supply & Delivery of Hydrated Lime Total of page	Supply & Delivery of Hydrated Lime tonne Total of page	Supply & Delivery of Hydrated Lime tonne Total of page

[Note: Please select the applicable BOQ depending on the size of the bag (25Kg)]

NATIONAL WATER SUPPLY AND DRAINAGE BOARD SUPPLY AND DELIVERY OF HYDRATED LIME

CONTRACT No	

BILL No. 01

Note: (1) Hydrated Lime shall conform to the specification.

- (2) Hydrated Lime shall be packed in 400 500Kg quantities (Jambo bags).
- (3) The bags shall be transported only by 20ft containers and dimension of bags shall not be exceeded 1m x1m x 1m. The bags shall have 04 nos. of handling Hooks with timber pallets at the bottom.

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

[Note: Please select the applicable BOQ depending on the size of the bag (400-500Kg) Jambo bags.]

SUPPLY AND DELIVERY OF	tonne OF HYDRATED LIME
CONTRACT NO	

SUMMARY OF BIILS

Bill No.	Description	Unit	Amount LKR
01	Supply & delivery of Hydrated Lime	-	
02	Inspection and Testing by Independent Inspection Agency	Sum	
A	Sub Total 1 carried forward to Grand Summary	-	

SUPPLY AND DELIVERY OF	tonne OF HYDRATED LIME
CONTRACT NO	

GRAND SUMMARY

Bill No.	Description	Amount 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)	

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

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

11. SPECIMEN FORMS

- BID SECURITY
- CONTRACT AGREEMENT
- PERFORMANCE SECURITY
- ADVANCE PAYMENT GAURANTEE
- LETTER OF ACCEPTANCE

FORM OF BID SECURITY

[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
We have been informed that
.[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
 (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
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 SOCIALISTREPUBLIC OF SRI LANKA MINISTRY OF NATIONAL WATER SUPPLY AND DRAINAGE BOARD BID FOR THE SUPPLY AND DELIVERY OF HYDRATED LIME 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 having registered 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 Hydrated Lime 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: 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.

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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 Contractor will be paid for the said execution of the Works the sum of the contract Price or such as shall become payable to the contract Price or such as shall be contract Price or such as shall be contract.
4. As security for the due and proper performance and fulfillment of this contract and fo the due payment of all claims to which the Board may be entitled hereunder, the Supplie hereby undertakes to maintain to the Board with a Guarantee in favor of the Board from Bank approved by the Engineer, as surety in the sum of Sri Lankan Rupee
IN WITNESS WHEREOF the parties hereto have set their hands and seal to thes presents at the places and dates hereinafter mentioned.
Signed by the said
Chairman Board Member

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NATIONAL WATER SUPPLY AND DRAINAGE BOARD

WITNESSES

Signature 1:		Signature	2:
Name :		Name	·
Address		Address	:
Capacity		Capacity	
	at	on	the day in the capacity of the day in the presence of the following
WITNESSE	ES		Signature of Supplier
			Seal
Signature 1:		Signature	2 :
Name :		Name	:
Address		Address	
Capacity		Capacity	

C: March 2010 – Version 2 11-4 Revised on 03-07-2018

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
[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)
(amount in words), (Foreign currency)
This shall expire, no later than the
[Signature (s)]
Signature and seal of the guarantor

11-5 Revised on 18-01-2018

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 GAURANTEE 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
Furthermore, we understand that according to the conditions of Contract an advance payment in the sum
At the request of the Contractor, we
)[amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.
The maximum amount of this security shall be progressively reduced by the amount of the advance payment repaid by the Contractor without your needing to prove or to show grounds for your demand or the sums specified therein.
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:

11-6 Revised on 04-01-2023

Regd. Post

[File No]
[date
M/s
Dear Sirs,
LETTER OF ACCEPTANCE OF CONTRACT FOR THE SUPPLY & DELIVERY
OF tonne OF HYDRATED LIME
CONTRACT NO:
We are pleased to inform you that your offer submitted on
 Applicable VAT will be payable on production of Tax Invoices. The Registered No. for NWSDB for VAT is 4090318207000.
Hydrated Limeshall be from
Each item shall be marked legibly and indelibly as specified in Clause 5 (Page 6au-4) of specifications.
Inspection and Testing of goods shall be carried as per Clause 8 of General Conditions of Contract (Page 2-6 to 2-9) with respect to quantity, quality and loading prior to shipment an certificates should be forwarded to
Hydrated Limeunder this contract shall be supplied & delivered as per the delivery schedul attached herewith within months from the date hereof. The liquidated damages for any delay beyond the above period shall be LKR/= pershipment per day of delay.

Performa Invoice should 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,

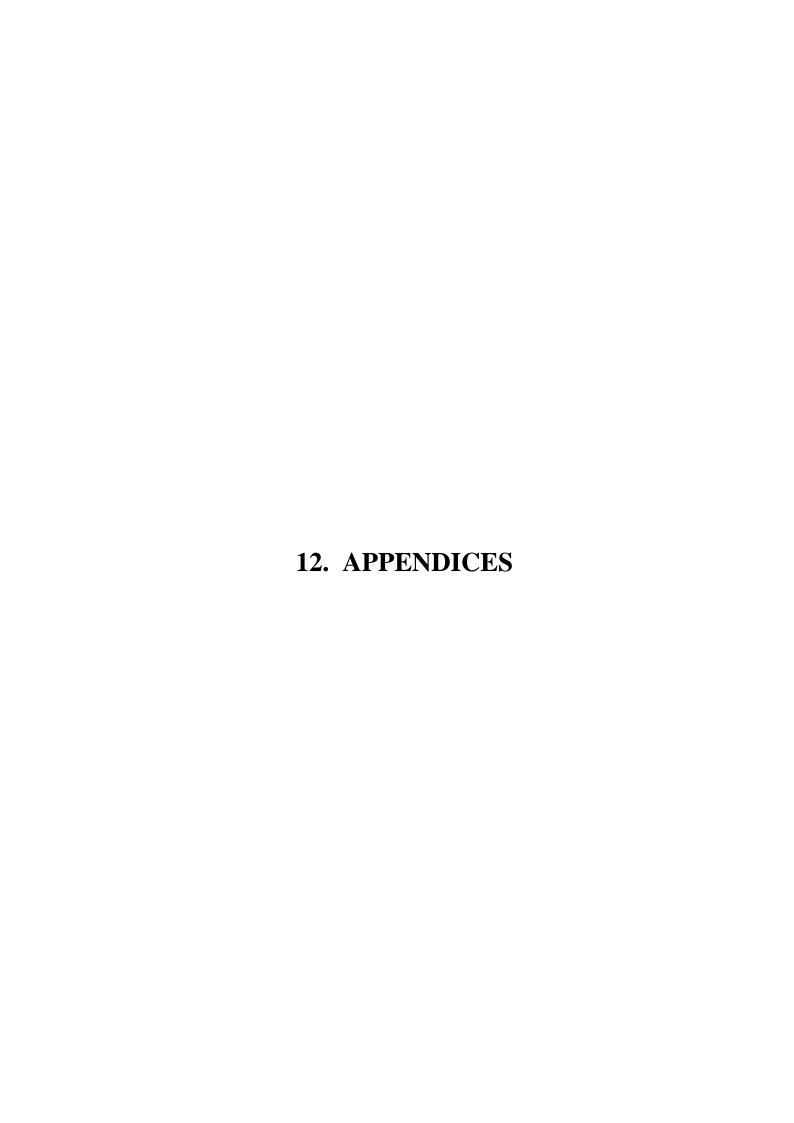
National Water Supply & Drainage Board

General Manager

Copy to: Secretory, 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	

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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		Remarks (Completed/ ongoing etc)	Value of work remaining	
1 3			From	То		incomplete	

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

Name of Manufacturer	Address of Manufacturer	Total production capacity		Mo	nthly p	oroduc	tion ca	apacity	durin	g last	12 Mo	onths (1	tons)		Remarks
		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.

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

Name of the Institutions	Contract Name	Contract Name & No.	Name & Address of			Total Quantity (tons)	Remaining Quantity (ton)		De	elivery	y Sche	dule of	f the F	Remair	ning ()uanti	ty (ton	ıs)		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

Contract No.	Quantity	Cont	od of ract	Remarks
	(tons)	From	То	
		(tons)	(tons) From	(tons) 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 Awarded Contract Quantity (tons)		Peri Con	od of tract	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 procurement Committee, to seek reference of Bank statues of our company M/s	details in order to evaluate the financial
Address] in Connections with the	[Bidder's Name &[Contract
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–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	e of Hydrated Lime to
Water Supply Scheme	
Contract No:	
We,[Nan	
the manufacturer] confirm that the Hydrated Lime same /single manufacturer at a Factory location Management System certificate.	e offered in this bid are manufactured by the
Authorised officer of the Manufacturer	Seal of the company
Name:	

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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 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].

To: Chairman, Procurement Committee,

National Water Supply and Drainage Board,

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

No. : [insert contract number]

Sri Lanka.
Bid for Supply & Delivery oftonne of Hydrated Lime to
Water Supply Scheme
Contract No
We
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

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 oft	•
Contract No	
We,	[name of manufacturer]
of	
dress of manufacturer]confirm that we have	
quantity of Hydrated Lime submitted in our	r 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 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]

10:	National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka.
Bid fo	or Supply & Delivery oftonne of Hydrated Lime
Wate	er Supply Scheme
Cont	ract No
autho	[insert complete name of the Bidder], who [insert full address of Bidder], do hereby rize [insert complete name of the Bidder's rized officer who signs the contract] to submit a bid on behalf of our company and to quently negotiate and sign the Contract.
Speci	men Signature
	d:[insert signature(s) of authorized representative(s) of idder]
	e :[insert complete name(s) of rized representative(s)(s) of the Bidder]
Title	:[insert title]
	authorized to sign this Authorization on behalf of:
	s to certify that the seal and signatures of legal representative and authorized person affixed wer of attorney attached hereto are found to be authentic.
	ture of Attorney at Law
	of Attorney at Law

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APPENDIX 7 - TOR FOR INDEPENDENT INSPECTION AGENCY

Testing of Hydrated Lime for the conformity to the specification

Characteristics	Test 1	Test 2
Particle size		
Calcium Hydroxide content		
Basicity factor		
Age of Calcium Hydroxide from the date of manufacture when shipping.		

1)	Colour
1)	Colour

- Form of Hydrated Lime: 2)
- 3) Packing
- Marking 4)
- Sampling 5)

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- Method of Testing 6)
- 7) Recommendations on
 - Conformity to the specification a).
 - Packing. b).
 - Suitability for the export to the employer's country by a ship: c)

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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 oftonne of Hy	ydrated lime for		
Water Supply Scheme			
Contract No	•••••		
We,	<u> </u>		
manufacturer]confirm that we have noticed that			
 a) Appendix 7 – TOR for Independent b) Clause 6.1 of Instruction to Bidder 			
Authorised Officer of the Manufacturer. Name:	Seal of the Company.		
naine			

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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.		
Bid for Supply & Delivery of tonne of		
CONTRACT NO		
We, of	- •	
[address of manufacturer] certify that the samp Hydrated Lime which shall be supplied under the	ples submitted by us represent the quality of	
Authorised Officer of the Manufacturer.	Seal of the Company.	

APPENDIX 10 - TESTING 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 tor	nne of Hydrated Lime for
Water	Supply Scheme.
Contract No.	
Testing of the weight of the Hydrated Lin	ne shipped
Number of packages / drums	
Total weight of the goods shipped	tonne.
Testing Witnessed by,	
Name 1 :	Name 2:
Signature 1:	Signature 2:
Date:	

on 2 12 - 16

APPENDIX11 - MANUFACTURER'S GUARANTEE FOR THE REPLACEMENT OF UNACCEPTABLEGOODS SUPPLIEDUNDER THE CONTRACT

	[Address of the Manufacturer]
Chairman, National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka.	
Bid for Supply & Delivery of tonne of Hy	ydrated lime for
W	ater Supply Scheme
Contract No	
We,	-
that we shall unconditionally undertake to replace	any unacceptable goods supplied under
this contract with no additional cost to the emplosupply.	oyer ensuring timely completion of the
In any case we fail to replace the unacceptable good make balance 25% of foreign component and bath Performance Security. We further aware that NW bidding documents to us and thereafter action shall be	alance local component and encash the VSDB will immediately suspend issuing
Authorised Officer of the Manufacturer	Seal of the Company
Name :	

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APPENDIX 12 – AFFIDAVIT BY THE BIDDER

	(Budd re and affirm as follows.				solemnly sincerely and truly
ucciai	te and armin as follows.				
01.	I am the Affirmant ab	ove named	l .		
02.	Board bearing No:	er Supply a	and Drair	 and my	al Water Supply and Drainage spouse or dependent does not ent, casual or contract basis.
over a	and explained to the affi d who having understoon and context affirmed	irmant abo od its natu l hereto a	ve ire nd	Before me	 Declarant
	his usual signature	on th	in nis of		

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Revised on 11-01-2013

Justice of the peace / Commissioner for Oaths